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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Destruction of Mr. Justice Russell's house.

WE MAY BE permitted to express the regret felt by lawyers generally that Monday's thunderstorm resulted in the destruction of the late Lord RUSSELL OF KILLOWEN'S country residence in Surrey, now the home of his son, Mr. Justice RUSSELL. The houses of our famous judges, whether Chancellors or Chief Justices, have a special interest to lawyers, and Lord CAMPBELL, in his "Lives of the Chancellors" and his "Lives of the Chief Justices," paid particular attention to the description of their homes, and Caen Towers is known to every law-student by the fact that the great Lord MANSFIELD once inhabited it. Lord MANSFIELD'S town house was destroyed, but that was due to civil disorder and not to a storm such as that which Londoners are not likely to forget.

The Meeting of the Law Society.

THE ANNUAL GENERAL Meeting of the Law Society last week did not lead to any considerable discussion. There were, of course, congratulations to the retiring President, Sir ARTHUR COPSON PEAKE, on the honour of knighthood which had come at such a fitting time; and there was matter for congratulation on more general grounds in the increased funds available for legal education and in the increasing number of members of the Society. At present it is some 9,500 out of 14,889 solicitors on the roll. Ideally, no doubt, all solicitors ought to be members of the Society. The governing bodies of the Inns of Court would be surprised if a barrister could ignore the requirement of being a member of an Inn. But the cases seem parallel, and the Inns of Court do not provide the continuous service which the Law Society provides for solicitors. Still, the principle of voluntary membership has worked satisfactorily hitherto. As a set-off to

the congratulations there was the President's reference to the unusual number of recent losses of eminent solicitors by death. The loss of five ex-Presidents in such quick succession is probably unparalleled in the history of the Society.

Decontrol of Actual Possession.

WE ARE AFRAID the Minister of Health in so skilfully piloting the Rent Restrictions Bill through the House of Commons last Monday hardly realized the great interest from a legal point of view of his amendments with regard to a landlord's actual possession. Clause 2 (1) of the Bill decontrols a dwelling-house upon the landlord coming into "actual possession" of the whole of the dwelling-house. The clause was amended at Mr. CHAMBERLAIN's instance by striking out the word "actual" at this place and inserting as a new sub-section :—

> "(4) For the purposes of this section the expression 'possession' shall be construed to mean 'actual possession,' and a landlord shall not be deemed to have come into possession by reason only of a change of tenancy made with his consent."

Questions were naturally raised as to the precise meaning of "actual possession" and Mr. CHAMBERLAIN, anticipating trouble, had provided himself with a quotation from STROUD'S Judicial Dictionary—though that does not seem to have helped much—and also with a quotation from "Lord Justice GROVE," but as *Hansard*—unrevised, of course—gives the reference as "LRHCD. 301" we are unable to trace it. But the curious thing is that Mr. CHAMBERLAIN was left without any assistance from the Law Officers, although the question, simple as it appears, may involve no little legal difficulty.

Actual Possession and Possession in Law.

FOR, OF COURSE, there are few questions in the law, as well Roman law as English law, which are of such interest—historical and technical—as the distinction between actual possession—*possessio naturalis*—and the various forms of civil possession or possession in law. The great SAVIGNY is perhaps best known by his book on "Possession," and though the subject was not formally treated in this country till a later date, yet this was done in 1888 by Sir FREDERICK POLLOCK and the late Mr. Justice WRIGHT in "Possession in the Common Law." And some of MAITLAND'S most interesting writings are on the nature and "Beatitude" of seisin in the early days when seisin and possession had not become severed in meaning. But apart from treatises on the subject of possession—and we have not exhausted the list either in Germany or here—the reports are full of discussions as to the nature of possession and the effect which it has in law. "Actual possession" may seem to a Minister in charge of a Bill in the House of Commons, who is not a lawyer, to be a fairly obvious matter; but every case is not clear. If there are two people both in a house at the same time and both claiming possession, the law steps in and inquires which has the better title, and that one is "in actual possession": *Jones* v. *Chapman*, 2 Ex., p. 821, per MAULE, J. If a husband makes a gift to his wife of furniture which is in the matrimonial residence, the "actual possession" is forthwith in the wife, although there has been no change at all in the physical fact of possession: *Ramsay* v. *Margrett*, 1894, 2 Q.B. 18; *French* v. *Gething*, 1922, 1 K.B. 236. Mr. CHAMBERLAIN appears to have assumed that the delivery to the landlord of the key of the house upon the tenant leaving would put him in actual possession, but that raises further questions as to the effect of "symbolical" delivery. So there was a good deal more to be said upon the distinction between possession and actual possession than was apparent in the debate on these amendments. That, however, will now be a matter for county court judges upon whom the burden of the Legislature's somewhat casual treatment of these questions in general falls.

Alternative Accommodation.

A CHANGE OF considerable importance has been made in Clause 3 (*c*) (*b*) which substitutes a new paragraph (*d*) in s. 5 (1) of the Act of 1920, defining the exceptions to the general rule that no order for recovery of possession of a controlled house can be made. Paragraph (*d*) is the one which allows possession to be recovered if the house is reasonably required as a residence for the landlord himself or residents with him, or persons in his whole time employment. This list is now extended—mainly in adding to the list sons and daughters of the landlord over eighteen years of age. But there is still the condition that the county court shall be satisfied that there is alternative accommodation available. In the original para. (*d*) this is defined as—

> "reasonably equivalent as regards rent and suitability in all respects."

The words as settled so far are :—

> "which is reasonably suitable to the means of the tenant and to the needs of the tenant and his family as regards extent, character, and proximity to place of work, and which consists either of a dwelling-house to which the principal Act applies or of premises to be let as a separate dwelling on terms which will afford to the tenant security of tenure reasonably equivalent to the security afforded by the principal Act."

The concluding words have, it seems, been inserted to meet the difficulty caused by the landlord's possession involving decontrol. If the landlord has to offer an alternative house, and if he offers one of his own, this must necessarily be a decontrolled house. But we doubt whether the new words will be found to have made for simplicity. It is not unlikely that the stream—or flood—of litigation which the principal Act caused will be increased rather than diminished under the new Act.

Habeas Corpus and the Right of Appeal.

THE HOUSE of Lords delivered on Monday its reasoned judgment in the case of *Home Secretary* v. *O'Brien*, *Times*, 10th inst. Since the nature of the judgment had long been announced, and since lawyers acquainted with the practice in Crown cases were not in doubt as to the lines it must take, the delivery of the considered judgment has not excited so much interest as it usually does in the case of any *cause célèbre*. The House had sustained the preliminary objection to the hearing of an appeal in accordance with the well-settled principle that the refusal of a *Habeas Corpus* writ is appealable, although not in criminal causes or matters, but that the issue of one accompanied by an order for the release of the prisoner is not capable of being appealed against: *Bell Cox* v. *Hakes*, 1890, 15 App. Cas. 506. The reason is that, once a person imprisoned has been discharged from his imprisonment by order of the court, no higher court will assist the detainer to recover possession of him. The only exception to the rule is really an illustration of its principle, namely, the case where custody of a child is concerned, for in that case an order for release from one custody is necessarily an order for transfer to another custody, and therefore appealable in its latter capacity: *Barnardo Case*, 1892, A.C. 326. An ingenious ground for distinguishing *O'Brien's Case* from all preceding ones was suggested by the Attorney-General, namely, that the order for O'BRIEN'S release could not ensure his freedom; he had already been transferred to hands outside the jurisdiction and not bound by the order of the court. But to this two obvious objections are conclusive. In the first place, the Home Secretary was estopped by his own conduct from pleading the non-effectiveness of the order for release; it was he who had illegally sent the applicant out of the jurisdiction. In the second place, to paraphrase Lord BIRKENHEAD'S cogent remarks, if the Home Secretary had no right of appeal when he had merely defied the Habeas Corpus Act, he surely could not give himself one by going on to incur the penalty of praemunire for breach of the statute of Richard III.

Bail pending Appeal.

IN *R.* v. *Duke of Leinster*, *Times*, 10th inst., the Court of Criminal Appeal affirmed its settled rule of practice that it will not grant bail to a convicted prisoner pending an appeal he has entered against the conviction or sentence. There are three leading cases in which this rule has been laid down: *Rex* v.

Gordon, 7 Cr. App. Rep. 182; *Rex* v. *Gott*, 16 Cr. App. Rep. 86; and *Rex* v. *Wise*, 17 Cr. App. Rep. 17. In each of these cases the court carefully considered the possible hardship to a prisoner who might ultimately be discharged by the success of his appeal, but came to the conclusion that weightier considerations outweighed that possibility. But pending appeal a prisoner is given the prison treatment of an untried person. In exceptional cases, such as that of serious illness, the court may grant bail, but mere *primâ facie* likelihood of an appeal proving successful cannot be considered: *ibid.* To do so would be to anticipate the formal hearing of the appeal by an informal preliminary hearing, and this is obviously undesirable. The case is otherwise, of course, where the trial judge disagrees with the jury's verdict of "guilty" and grants a certificate of appeal to facilitate its reversal; in such case, the trial judge usually grants bail himself. The Recorder of London, who tried *Rex* v. *Duke of Leinster*, *supra*, apparently considered that he had no power to grant bail himself; but this seems an error and is opposed to the regular practice of many judges and chairmen of quarter sessions.

Unenforceability of Awards against the Crown.

IT IS WELL-SETTLED law that no order against the Crown can be made or enforced unless it results from proceedings commenced by Petition of Right supported by the *Fiat Justitia* of the Secretary of State. An unexpected result which follows has just been disclosed in *Grech* v. *The Board of Trade*, reported on p. 725. Where an arbitrator makes an award upon a submission, such award, it is unnecessary to say, can be made a rule of court and enforced as a judgment under the Arbitration Act, 1889, s. 12. Now s. 23 of the same statute goes on to provide that where the Crown assents to an arbitration, it is bound by it. It therefore seems not unnaturally to follow that, if the Crown submits a matter to arbitration, and an award is made against the Crown by the arbitrator, that, under the combined effect of ss. 12 and 23, such award can be enforced by leave of the court as a judgment. But the mere fact that the Crown is "*bound*" by a judgment, as s. 23 expressly provides, does not necessarily mean that execution against the goods and chattels of the Crown or otherwise is available against the Crown in respect of that judgment. There are two ways of giving effect to a judgment: one way is to sue upon it, and the other way is to issue execution. The effect of s. 23, then, is satisfied if the subject in whose favour an award is made gets judgment against the Crown; he can then take out a petition of right against the Crown in respect of the judgment debt, apply for the *fiat justitia*, and sue thereon. This is a very roundabout procedure, but it is a possible mode of giving effect to the statutory provision that the Crown is to be bound by an award, and therefore the court must leave the subject to adopt the remedy. It cannot take the drastic step of permitting execution against the Crown except after a petition of right in accordance with the Petitions of Right Act, 1860.

The Onus of proving Scuttling.

IN *Anghelatos and Others* v. *Northern Assurance Company, Ltd.*, *Times*, 10th inst., the Court of Appeal took the very exceptional course of overruling on a pure question of fact the trial judge who had heard the witnesses and who had exonerated the master of a wrecked steamer from an allegation that he had scuttled the ship. It is therefore important to note the grounds which induced all three judges of the Court of Appeal to depart—very reluctantly—from the usual rule in such matters. A shipowner and his mortgagees were suing underwriters to recover under a policy of marine insurance; the defence was (1) that the ship was over-insured in breach of the warranty contained in the Institute Time Rules of 1920, and (2) that the master had deliberately scuttled her. Of course, the onus of proof of the latter allegation rests on the underwriters who set it up as a plea, and Mr. Justice BAILHACHE—considering that the charge was practically one of criminal conspiracy and that therefore the master should be given the benefit of the doubt—held that the evidence was consistent with an innocent loss of the vessel. This the Court of Appeal overruled. They did so because of three suspicious facts, the cumulative effect of which carried conviction to the mind of the court; first, the ship was grossly over-insured for she was worth £20,000 and was insured for £150,000; secondly, the complete absence of documents, which the master had somehow been unable to save at all; and, thirdly, the incredible character of the master's explanation—he gave an account of how his ship got on the rocks which every member of the court considered to be a physical impossibility. That being so, the fact that the trial judge who saw the witness believed his story is not a sufficient reason for acceptance of it by a higher court who consider it in its intrinsic nature incredible, and therefore the court held that the onus of proving scuttling had been successfully discharged by the underwriters.

Foreign Debts and the Rate of Exchange.

THE VOLATILITY of the rate of exchange of foreign currencies continues to cause inconvenience in commercial transactions. The observations of ROWLATT, J., in this connection in the case of *Uliendahl* v. *Pankhurst Wright & Co.*, *Times*, 7th inst., and his decision in that case are instructive, and he did not follow the principle upon which ACTON, J., decided the case of *Cohn* v. *Boulker*, 64 SOL. J., 636. In the present case proceedings were taken by a German, under Order XIV, to recover the price of goods sold and delivered in England and, the action having been decided in the plaintiff's favour, the question arose as to the rate of exchange at which the English sum in respect of which judgment was given should be converted into German marks; in other words, whether the rate of exchange governing the transaction should be that prevailing on the date on which the debt became due, or that prevailing on the date of the judgment in the action. In the somewhat similar case before ACTON, J., *supra*, it was decided that the rate of exchange according to which judgment should be given, was that prevailing at the date of the trial. The case of *Scott* v. *Bevan*, 1831, 2 B. & Ad. 78, was cited, the head note of which is as follows: "In an action brought in England to recover the value of a given sum Jamaica currency, upon a judgment obtained in that island; the value is that sum in sterling money which the currency would have produced according to the actual rate of exchange between Jamaica and England at the date of the judgment." ACTON, J., was also referred to in *Lebaupin* v. *Richard Crispin & Co.*, 64 SOL. J., 652; 1920, 2 K.B. 715—a case in which MCCARDIE, J., confessed that he found the ratio of the decision in *Scott* v. *Bevan* difficult to follow. In the present case ROWLATT, J., felt unable to apply the decision in *Cohn* v. *Boulker*, as he considered that the weight of the authorities supported the view that the rate must be that prevailing when the debt became due, and he gave judgment to that effect. He observed, further, that the view that the rate of exchange prevailing at the date of judgment was that which should be taken might lead to great inconvenience, and it is evident that, at a time when the rate is so variable, such a criterion might operate most inequitably. For instance, apart from questions of dilatoriness or laches in bringing a case to trial, it is quite possible that judgment might be reserved, and that the judge concerned might be prevented by some unforeseen cause from delivering his judgment until weeks or even months afterwards.

At Roundhay, Leeds, on Wednesday, the 4th inst., the funeral took place of Mr. Arthur Willey, M.P. Thousands of people lined the route from the house to St. John's Church, where the burial took place, and a large number of public bodies and institutions were represented. The north country jockeys, who were represented at the funeral, all wore crêpe at the meetings at which they were engaged yesterday. The service at St. John's was fully choral. The Rev. T. L. Palmer, the Vicar, officiated, being assisted by the Rev. E. J. Elliott, Mr. Willey's brother-in-law. Among the large number of men and women in the churchyard wearing mourning, was a Leeds girl, Ethel Harley, an orphan, who had brought with her a wreath of blue and white paper flowers as a token of her admiration for Mr. Willey.

Dealings with Executors.

A Plea for full return to "Legal" Principle.

(*Continued from p. 698.*)

VII.

And now we submit a proposition which, if correct, by itself alone we respectfully conceive kills all theory that an executor is, or ever has been, a trustee: at all events in relation to third parties dealing *bona fide*.

If one of several executors, he being at the time *sui juris*, without value received, voluntarily releases a debtor to the testator, that debtor can successfully, and both at law and in equity, plead that release to any action or suit brought against him by the non-releasing executor or any other person: unless it is affirmatively proved against that debtor, that in taking the release he fraudulently colluded with the releasor. The releasor may be exposed to an action for *devastavit*, but that is not the releasee's concern. In other words, that Lord Hatherley's words,[54] are, to the full, deliberately intended by him, and are justified, and are not to be limited to the case of one dealing for value with the executor.

We first cite verbatim an early Year Book which gives the whole point in a nutshell[55]:—"An executor brought a writ of "debt against B, while he had a co-executor. *B*: Sir, see here "an acquittance from his co-executor, named Robert de C., "who is son and heir to the testator, whose executors they are; "and we pray judgment if he can demand anything inasmuch "as we have an acquittance, etc. The other could not deny "this; wherefore it was adjudged that he should take nothing "by his writ, etc., and that he should sue his co-executor if "he thought fit."

The next authority[56] is too long to give at length, but the case is excellent reading. In it subpœna is brought before the Lord Chancellor against one executor who has *voluntarily* released a debtor, and also against the released debtor, by the other executor. It is obvious from the Lord Chancellor's words, that the bequest had been to the executors expressedly to apply for the good of the testator's soul, hence, as we have seen (Section V), *supra*, even a simple contract creditor could have sued in the Spiritual Court, and then in Chancery, the executor for his debt, but only *as for a legacy*. The Lord Chancellor fulminates against the transaction, endeavouring, we think, to distinguish the case from the general law on this very point, viz., the express bequest for the testator's soul. The case stands over, either for further argument, or for the Lord Chancellor to consider his judgment; and nothing further on the case is reported. Now the Chancellor's words are perfectly consistent, nay, rather consistent, with the establishment of a *devastavit* against the releasing executor on the special ground of the bequest for the testator's soul: and yet as not warranting the setting aside the release as against the released debtor.

Had the Lord Chancellor been really understood as decreeing, or even pronouncing opinion for the latter, his words must have left some trace in the subsequent authorities: they leave no such trace.

Warning[57] the intending executor to consider accepting executorship with others, Swinburne, writing in 1590, states that the other executor, can "remit the debts due to the testator, and thou canst not hinder him, *neither canst thou recover against the persons by him so released.*" It is to be remembered that Swinburne was a civilian, not a common lawyer, and as such would have been but too glad to extend the powers of equity.

In *Russel's Case*,[58] A.D. 1585, an infant executor had voluntarily released defendants from goods of the testator taken during testator's life; after coming of age he sued for the goods, and was met by the plea of his release, to which he replied his infancy at the time. It was holden that his release being both that of an infant and voluntary was void, while the voluntary release of an adult executor *sui juris* was recognised as a good defence to an action. The Lord Chancellor's Case would certainly have been here cited, had it been understood as authorising the setting aside of a voluntary release by an adult executor merely because the release was voluntary.

Again Francis Bacon, Finch and Godolphin, recognising that the adult executor's voluntary release may found *devastavit* against him, have no suggestion that equity will refuse to follow the law, and set aside the release,[59] merely because it is voluntary.

Dodderidge,[60] after stating that the gift or sale of one of several executors is as the gift or sale of them all: that if one deliver up the debtor's obligation to the debtor the other shall not have detinue: that if two executors have lands or goods in execution, and the one release all his interest, this is a total discharge of the execution, proceeds:—

> "And yet if in this case there be any practice [read, says *Preston*, "'covin'] between the executor and the creditor" [? the released "debtor to the estate] "in this matter, and there be not assets besides "to pay all the debts and legacies, here perhaps the other executor "[or, says *Preston*, creditors or legatees] may have remedy in equity "against his co-executor and the creditor."

Here we have distinct affirmative authority in support of Swinburne that equity does follow the law, unless there be fraud and collusion between the releasor and releasee. Lord Hardwicke[61] seems clearly to have considered that fraud and collusion between releasor and releasee was requisite to set aside such a release.

In *Herbert* v. *Pigott*[62] the voluntary release of two out of four executors after action brought by the other two was held a good bar; though the court, even a court of law, would have set aside the release had it been fraudulent.

We conclude this section with a case[63] exactly 600 years after the first Year Book case cited. In this case a debt owing by the testator was statute-barred; one executor wished to pay it, the other, the sole legatee, did not. The creditor took out an administration summons asking for payment, the executors severed in defence, the one pleading the Statute of Limitations, the other admitting the debt. The plea best for the testator's estate prevailed, and the summons was dismissed. Afterwards, in concert with the solicitor to the creditor, the one executor paid the debt out of testator's money. The Court[64] of Appeal, affirming Romer, J., held, that as the creditor had obtained payment, with knowledge, through his agent, the solicitor who had invented the scheme, that the debt was being paid improperly by the executor, the other executor could recover against the creditor. The inference is clear, that had the creditor merely received payment out of the testator's assets, without concocting a scheme with the paying executor, and without notice of anything wrong about it, except the mere knowledge that he, the creditor, could not legally recover the debt because of the dismissal of his summons, he could not have been forced to refund. In other words, there would be no equity to follow assets against him.

Equity follows the law, and to establish the theory that equity could set aside the voluntary release of one adult executor merely

54 *Vane* v. *Rigden*, 5 L.R. Ch., pp. 668, 669.
55 *A. D.* 1293 *Y. B.* 21 Ed. I, p. 258. Rolls Series.
56 *Y. B.* 4 H. 7, 4.
57 *Swinburne* (Ed. 1590) p. 216, 7th ed. (1803), p. 758.
58 *Russel's Case*, 5 *Coke*, 27*a*. *Godolphin, Orphan Legacy* (Ed. 1701), 104, 106, 107.
59 *Bacon's Use of the Law* (Ed. 1737), p. 162; *Godolphin*, p. 188. *Finch, Law* (Ed. 1759), p. 171. Unlike *Coke*, *Bacon* had no prejudice against equity, and in the quarrel between *Ellesmere* and *Coke* over the practice of equity granting injunctions against action at common law, which was settled by King James I's letter in favour of equity, *Bacon* took a leading part against *Coke*.
60 *Preston, Shep. Touchstone*, 485. *Dodderidge* cites in margin the *Y. B. case*, 4 H. 7, 4.
61 *Hudson* v. *Hudson*, 1 *Atk.*, 460, p. 267. See also per Sir John Strange, in *Jacomb* v. *Harwood*, 2 *Ves. sen.*, p. 267.
62 *Herbert* v. *Pigott*. 2 *Cr. and M.* 384, A.D. 1834, approved *Smith* v. *Everett*, 27 *Beav.*, p. 454.
63 *Midgley* v. *Midgley*, 1893, 3 Ch. 282.
64 *Ibid.*, at pp. 290, 300, 303, 307.

because it was voluntary, would be not only for equity to overrule the law, *but to overrule it without citation of any precedent in equity to that effect.*

To found such a right against the releasee, he must, we submit, be shewn to have known as a fact that the voluntarily releasing executor had both no such beneficial interest under the will as would justify the release, and further, that that executor had not, by payment of debts, etc., for the benefit of the estate, acquired such a right.

The question in all these cases is not what the executor can do with impunity to himself, but what the person dealing with him may assume that he may do.

The statutory powers [65] of compromising, etc., and abandoning claims, seem to be drawn merely to protect the executor himself: and all that is requisite for his own protection is that he should act *bonâ fide* [66]; of course, his voluntary release of an indubitable claim would not protect himself against *devastavit*, unless he had, or had acquired, such beneficial interest, as that that release could be taken as taking effect out of his own beneficial interest.

IX.

We have left to the end the words of LITTLETON. He tells us that if feoffment be made upon condition that if before such a day feoffor tenders such a sum, the feoffor and his heirs may re-enter, then if the feoffor die before the day, the heir may tender.

> "Also it seemeth that in such a case where the feoffor dieth before "the day of payment if the executors of the feoffor tender the money "to the feoffee at the day of payment this tender is good enough; "and if the feoffee refuse it, the heires of the feoffor may enter. And "the reason is for that the executors represent the person of their "testator." [67]

Why, when there was no personal debt, were the executors, who could take nothing in the land, and were not expressly named as parties to tender, allowed to tender? Because they were in truth named, for they are, in a representative sense, the testator himself, who was so named. We conclude with COKE'S tribute to LITTLETON'S authority [68]:—

> "And I never yet knew any of *Littleton's* cases (albeit I have "known many of them) to be brought in question, but in the end "the judges concurred with our author."

FREDK. E. FARRER.

65 *Trustee Act*, 1893, s. 21. *Conv. Act*, 1881, s. 37.

66 *Re Owens*, 47 L.T., N.S., p. 64. *Re Houghton*, 1904, 1 Ch. 622.

67 *Litt.*, s. 337 and *Coke's* comment: *Co. Litt.* 209*a*. To *Coke's* comment shewing how much more the executor represented the person of the testator in respect of his personal duties and estate, than the heir represented his ancestor as to his real estate, may be added this, that till the law was altered by statute, nothing was assets by descent that was not in the heir's hand *qua* heir at the time of the creditor's writ; hence at common law if the heir had *bonâ fide* aliened and afterwards re-purchased before the creditor's writ, the land so re-purchased was not assets, for the heir at the time of the writ held it as by purchase, not as by descent. *Brooke, Assets by Descent* (27), *Goode's Case*, 5 *Coke*, 30*a*. See *Statutes* 3 *and* 4 *and* 4 *W. and M. c.* 14, ss. 5, 8, and note to *Jefferson* v. *Moreton*, 2 *Saunders* 8*a*.

68 *Co. Litt.* 311(*a*).

The Industrial Assurance Act, 1923.

THE petition of the directors of the City Life Assurance Company for the compulsory winding-up of the company calls to mind once more the existence of certain unsuspected weaknesses in the structure of British insurance. The Industrial Assurance Act, 1923, aims at removing some of the worst of these. It confers on the Industrial Insurance Commissioner (s. 18 (3)) the power, when a deficiency is disclosed, to award that the society showing the deficiency be dissolved and its affairs wound up, or, in the case of a company, to present a petition to the court for the winding-up of the company. The Act will involve a fuller regulation than heretofore by a Government Department of certain classes of insurance business, and it accords a wider measure of protection to numerous poorer classes of assured persons.

The Act applies to the business of effecting assurances upon human life, premiums in respect of which are received by means of collectors: provided that such business shall not include assurances the premiums in respect of which are payable at intervals of two months or more and certain other classes of assurances specified in s. 1 of the Act. The business is entirely in the hands of "collecting societies," as defined by s. 1 of the Collecting Societies and Industrial Assurance Companies Act, 1896 (59 & 60 Vict. c. 26) and a few insurance companies whose growth in recent years has been quite phenomenal.

Most of these companies commenced business little more than fifty years ago. The extent of their present operations is witnessed by the remarkable size of their life assurance funds. The Prudential office, established 1848, has, according to the latest accounts (1922), a life fund of over sixty-five and a half millions sterling; the Refuge and the Pearl, each established in 1864, have life funds of over fifteen millions and ten millions respectively. These are typical offices carrying on the class of business to which the Act applies. Their life funds, though interesting as an index of their size and activity, are of themselves an insufficient indication of the financial stability of the companies. Under the present Act these life funds in respect of all industrial assurance business are styled "industrial assurance funds," and under s. 13 of the Act any charge upon these funds for the purposes of a loan, with the single exception of a temporary bank overdraft, is void.

Prior to the present Act, the statute law relating to industrial assurance was contained principally in the Life Assurance Act, 1774 (14 Geo. 3, c. 48), the Friendly Societies Acts, 1896 and 1908 (59 & 60 Vict. c. 25 and 8 Edw. 7, c. 32), the Collecting Societies and Industrial Assurance Companies Act, 1896 (59 & 60 Vict. c. 26), and the Assurance Companies Act, 1909 (9 Edw. 7, c. 49). These Acts prescribe the registration of collecting societies with the Chief Registrar of Friendly Societies, the annual submission of accounts for audit, the deposit, in the case of an industrial assurance company, of the sum of £20,000, and the limitation of the amount payable on the death of a child. They define certain privileges of societies and the rights of their members. They provide also for the settlement of disputes between societies or companies and members or persons insured respectively. And, above all, the Life Assurance Act, 1774, enunciates the important doctrine of "insurable interest," which is the chief corner-stone of the English law of insurance.

"Whereas it hath been found by experience," in the words of s. 1 of the Life Assurance Act, "that the making insurances on lives, and other events wherein the assured shall have no interest, hath introduced a mischievous kind of gambling, be it enacted that from and after the passing of this Act no insurance shall be made by any person or persons, bodies politic or corporate, on the life or lives of any person or persons, or on any other event or events whatsoever, wherein the persons for whose use, benefit, or on whose account such policies shall be made, shall have no interest, or by way of gaming and wagering; and that every assurance made contrary to the true intent and meaning hereof, shall be null and void to all intents and purposes whatsoever." And s. 3 limits the amount recoverable from the insurer to the value of the interest insured.

A definition of "insurable interest" is not easy. Its meaning can best be gathered from the judgments of Lord Eldon in *Lucena* v. *Craufurd*, 1808, 2 B. & P. N.R. 269, 321, 1 Taunt. 325, and Lord Blackburn in *Wilson* v. *Jones*, 1867, L.R. 2 Ex. 150. Husbands and wives have insurable interests in each other's lives. Relatives generally have an insurable interest only in the lives of those of their number from whom they can claim, or from whom they are accustomed to receive support. By virtue of relationship only a parent has no insurable interest in the life of a child: *Halford* v. *Kymer*, 1830, 10 B. & C. 724, 8 L.J. (O.S.) K.B. 311; *Worthington* v. *Curtis*, 1875, 45 L.J. Ch. 259, 1 Ch.D. 419. Nevertheless it is a common practice for parents to effect assurances upon the lives of children, for their own benefit. Insurance companies would have a good defence under the Statute of Geo. 3 in actions brought against them on such policies, if they chose to adopt it. But they never do, and in consequence many policies are issued annually upon the lives of children, which, as between insurers and persons insured, are void.

The practice of insuring the payment of money to meet the funeral expenses of children was legalised by s. 8 (1) (b) of the Friendly Societies Act, 1896. Under s. 62 of the Act, a limit was placed on the amount payable by a society on the death of a child, and s. 13 (i) of the Collecting Societies and Industrial Assurance Companies Act, 1896, extended this provision to industrial assurance companies. The principle is, with slight modifications, incorporated in the new Act, s. 4 (1) of which provides that there shall be substituted for the limit of "six pounds for children under five years of age and ten pounds for children under ten years of age," the following: "Six pounds for children under three years of age, ten pounds for children up to six years of age, and fifteen pounds for children up to ten years of age."

In the class of insurance to which the Act applies, forfeitures by reason of default in the payment of premiums are inevitably of frequent occurrence. It has been alleged that some offices adopt methods in this respect which are little short of predatory. If this is so, then the restraints upon forfeiture imposed by ss. 23 and 24 will be all the more welcome by those offices which have

declined to follow such a course. Section 23 requires notice to be given before forfeiture, and merely incorporates, with one important extension, the provisions of s. 3 of the Collecting Societies and Industrial Assurance Companies Act, 1896. The extension is to contracts of assurance effected by a collecting society before the commencement of the Act, which are not contracts of industrial insurance within the meaning of the Act. But the provisions of s. 24 are entirely new and are in many respects the most important feature of the Act.

For many years the best insurance offices have in all life insurance business recognised the principle of the "surrender value" of a policy. In case of default in the payment of premiums they have been willing to make advances against the surrender value for the payment of premiums to keep the policy alive, or to grant a free paid-up policy for such amount as previous payments enabled them to afford, or, in some instances, to pay the assured person the amount of the surrender value. These advantages have proved attractive to the better class of purchasers of life policies, but they are rare in the poorer class of insurance. Section 24 compels the recognition of the principle of the surrender value of all policies of industrial assurance upon which premiums not less than those specified in the Act have been paid.

The section in question is a long one. But in substance it amounts to this, that the owner of a policy liable to forfeiture by reason of default in payment of any premium shall, if not less than five years' premiums have been paid in the case of the longer policies and three years' in the case of the shorter ones, on application be entitled to a free paid-up policy for an amount determined according to the rules of the Fourth Schedule to the Act, or, in certain cases, to the surrender value of forfeited policies ascertained as provided by s. 29 in accordance with the rules set out in the same schedule. In future every premium receipt-book must contain a printed notice informing the owner of the policy of the rights conferred by the section in the event of forfeiture; but the section does not apply to forfeitures occurring before the expiration of five years after the passing of the Act.

It is part of the policy of the Act to secure for all assured persons the fullest possible information as to their rights and the clearest evidence of their existence. Collecting societies are henceforth required to deliver free to every person on his becoming a member or insuring with the society a printed policy, together with a copy of the rules of the society in force at the time. In the case of families enrolled in one book or card, one family policy and one copy of the rules is deemed sufficient. Section 21 prescribes the form of a policy of industrial assurance, and requires the provisions of no less than twelve sections of the Act to be set out in the policy.

It is well known that proposal forms are not always filled in with the care and accuracy which are requisite in matters of insurance. Very frequently such forms are filled in wholly or partly by officers of the society or company, who are more interested in the acceptance of the proposal than in the exactitude of its terms. Section 20 deals at length with these forms. It requires the nature of the insurable interest to be stated in all cases where the proposer has such an interest in the person whose life is to be assured. With certain exceptions, the section deprives the societies or companies of the right to question the validity of policies founded on proposals on the ground of misstatements in such proposals, if the proposal forms have been filled in wholly or in part by employés of the insurers. The issue of illegal policies is prohibited under s. 5 of the Act.

Section 39 of the Act prescribes penalties for contraventions of the Act, and s. 40 deals with the penalties for falsification of a collecting book or premium receipt book. The existing disabilities of collectors are increased under s. 33; and restrictions are placed on the employment of persons to procure new business by s. 34. A few of the sections of lesser importance came into operation on the passing of the Act; but the commencement of the Act as a whole is fixed for the 1st January, 1924.

Res Judicatæ.

Sale of Land: Misdescription.

(*Re Courcier and Harrold's Contract*, 1923, 1 Ch. 505.)

It is now the common practice to insert in Conditions of Sale a condition that if any error, mis-statement or omissions shall be discovered in the particulars, the same shall not annul the same, nor shall any compensation be allowed in respect thereof. But such a condition does not bind a purchaser to take property which is substantially different from that for which he bargained, and if the mis-description would have this effect, then the condition does not apply and the purchaser is entitled to rescind the contract, and have the deposit returned: *Lee* v. *Rayson*, 1917, 1 Ch. 613. But within the limits proper for the operation of the condition, it may still be a question whether it applies only to the physical content of the property or also to matters of right which affect the enjoyment of it. In *Courcier* v. *Harrold*, *supra*, there had been a mistake in stating restrictions affecting the property, and these were represented as preventing its use for (*inter alia*) a public workshop. In fact, the words should have been "public institution or charity nor for holding public meetings nor for public worship." It was contended for the purchaser that there had been an omission to disclose an incumbrance on the property, and that the condition was limited to physical mis-description. Sargant, J., however, adopting the opinion expressed in Williams' Vendor and Purchaser, 3rd ed., p. 682, held that the words of the condition were applicable to a matter of right as well as of physical content. Hence the condition applied and since the discrepancy was only trifling, the purchaser was bound to take the property. But since the trouble arose through the carelessness of the vendor and the purchaser had some ground for being dissatisfied, no order was made against the purchaser for costs.

Rent Restriction and Attendance.

(*Wood* v. *Carwardine*, 1923, 2 K.B. 185.)

The decision of McCardie, J., in *Wood* v. *Carwardine*, *supra*, appears to be unaffected by the modifications introduced by the Rent Restriction Bill now before Parliament. In the case of a flat the landlord covenanted to supply "a good and sufficient supply of hot water for the demised premises at all times of the day," and the question arose whether such a supply amounted to "attendance" so as to exclude the operation of the statute. There was also a covenant that the caretaker should receive and deliver to the tenant all letters, messages and parcels, but this was held to be a "negligible" service, on the *de minimis* principle, and such a service—in any event—is no longer an adequate service for the purposes of the continuing Bill, so we need not consider it. The substantial point, then, is, whether the mechanical supply of hot water is "attendance." Dictionaries, judicial or otherwise, do not much help with a commonsense point of this kind, although the fourteenth century "*Termes de la Ley*," title "Attendant," p. 61, was pressed into the service of the landlord in argument. But in all the decided cases on the meaning of attendance, there has been some "human service" as opposed to one which may be performed by a mechanical device; *e.g.*, *Nye* v. *Davies*, 1922, 2 K.B. 56; *King* v. *Miller*, 1922, 2 K.B. 647. In the former case the carrying of coals upstairs was held to be attendance; in the latter case the keeping of a staircase clean was held not to be attendance, the latter can be effected by mechanical means such as a fixed vacuum-cleaner. In *Dick* v. *Duncan*, 1923, W.N. 90; *Wood* v. *Wallace*, 90 L. J., K.B. 319, and *Hocker* v. *Solomon*, 91 L.J. Ch. 8, similar considerations apply. Therefore Mr. Justice McCardie took the commonsense view that the provision of a hot water supply, although a substantial service, is not "attendance," and does not avail to deprive the tenant of his statutory privilege.

Distress Warrants for Non-Payment of Rates.

Kershaw, Leese & Co. v. *Stockport Overseers*, 1923, 2 K.B. 129.

The plaintiffs in the above case were a company who took the unusual course of suing the Overseers of the Poor of Stockport for an injunction to restrain them from putting into force a magisterial distress warrant for the recovery of unpaid poor rate. They were assessed to poor rate and district rate at sums amounting in all to £3,819 16s. on a rateable value of only £4,022. They served notice of objection to the valuation list, and persuaded the assessment committee to reduce the rateable value to £3,644, and the poor rate and district rate were correspondingly reduced. Before the amended rate had been paid, a creditor of the company presented in the Lancaster Chancery Court a petition to wind up the company; the effect of which, of course, is to alter the rights of the overseers as of other creditors, in the amount and manner in which they can receive payment of the debt due to them. The overseers, however, proceeded in the usual way by obtaining a magisterial order for a distress warrant in respect of the unpaid rates. And the question was whether or not such a magisterial distress warrant can be the subject of an injunction restraining its issue in the interests of the company's creditors. The question was whether the magisterial distress warrant was a judicial or a merely ministerial act. If the former, it is appealable in the usual way, and the question of staying it in the interests of the creditors is one which the magistrates or the appeal tribunal of competent jurisdiction have a discretion to consider; in any case, an injunction cannot be granted to restrain the performance of a judicial act by a subordinate court. If there is any remedy against it, the proper procedure is by a prerogative writ,

presumably a writ of prohibition. But if the duty of justices to issue a distress warrant is purely ministerial, and they have no discretion to refuse it on proof of the non-payment of a rate demanded, then an injunction to restrain this ministerial act is available. Mr. Justice Greer took the view that such an act is clearly judicial and appealable, so that no jurisdiction to restrain its exercise by injunction lies.

Reviews.

The International Law Association.

THE INTERNATIONAL LAW ASSOCIATION. Report of the Thirty-first Conference held at The Palace of Justice, Buenos Aires, 24th August-30th August, 1922. In two volumes. Vol. 2. Proceedings of the Maritime Law Committee. Sweet and Maxwell, Ltd. Price to non-members, 15s. net.

"There could," it is said in the Preface to the Report of last year's meeting of the International Law Association, "be no more eloquent testimony to the increasing interest taken in the activities of the Association and in the growth and development of International Law than the fact that some forty-five members, representing no fewer than a dozen European countries, besides a number of eminent jurists from the United States of America, travelled thousands of miles in order to attend the Conference of the International Law Association which was held at Buenos Aires from the 24th to the 30th August, 1922." That the visitors were not entirely absorbed in the serious business of the meeting is evident from the account of the various receptions, dinners, and festivities with which they were welcomed. Human nature on these occasions seems to be the same all the world over, only in South America it is rather more so. And the hospitality arranged by the Reception Committee was recognized by a complimentary dinner given to the Committee on 30th August, at which Sir Graham Bower occupied the chair. We gather that the European members went out and returned by the s.s. *Highland Loch*, and Dr. Manes, of Berlin, doubtless well acquainted with German students' songs, adapted "*Gaudeamus igitur*" for a concert on the return voyage. The Preface is frivolous enough to give the whole of the song. We will content ourselves with quoting the first verse and the verse specially made for the Association :—

> "Gaudeamus igitur juvenes dum sumus,
> Post jucundam juventutem, post molestam senectutem
> Nos habebit humus.
>
> * * * * *
>
> Vivat et Societas Internationalis
> Omnium jurisconsultorum, mundi maximum decorum,
> Nulla est æqualis."

And so, having taken Lord Phillimore and Dr. Hugh Bellot and Mr. Wyndham A. Bewes and their associates of many nations out to Buenos Aires bent on the serious business of putting the laws—or the law—of the world right, and got them home again in merry mood, we will touch upon what they said while they were there.

For we can but touch upon it. The papers were numerous, some of them were long, and were written and delivered in various languages—Spanish, French, German and English. At the beginning there seems to have been just the suspicion of a "breeze" over the "League of Nations"—a matter it might be thought most suitable for the Conference to discuss. Dr. Autokoletz, Professor at the University, Buenos Aires, read a paper on the League, and he asked for the amendment of Art. XIII of the Covenant so as to make it compulsory for members of the League to submit to arbitration or to international judgment any dispute which it has been impossible to settle by diplomatic channels—with one exception, namely, constitutional questions affecting the different countries themselves. This means that States shall, like individuals, submit all their disputes which cannot be amicably settled to judicial decision. This seems obvious enough, and is, of course, the goal to which mankind must come if civilization lasts. But it was too much for some members of the Conference who fancied it smelt of politics. And so the suggestion was shelved, and after long and lively discussion—*Tantæne animis cœlestibus irae*, or rather *animis jurisconsultorum*—it was resolved that "a Committee be formed called 'The League of Nations Committee' with the object of studying the Statutes of the League, and of reporting any improvement in them which they may think desirable." It may be hoped, however, that swifter means than this committee will be discovered to give the League its proper authority and the Permanent Court its proper jurisdiction.

After this diversion the Conference settled down to steady work. Dr. Bellot read a paper on "A Permanent International Criminal Court"—an excellent idea, but really as much a political matter—or as little—as Professor Autokoletz's well-meant paper. Dr. Bellot was secretary to the Attorney-General's Committee of Enquiry into Breaches of the Laws of War which was appointed in November, 1918, but this and also the Commission appointed by the Peace Conference with a similar, though wider object, suffered from the defect which vitiated all the post-war proceedings—proceedings which Signor Nitti has recently told us were designed by one of the "Big Four" to make the Peace a continuation of the war—a fact which is now patent to everyone. Dr. Bellot himself says that the omission to include neutral and enemy representatives was a glaring mistake.

The paper by Dr. Podesta Costa, Professor of Public International Law at the University of Buenos Aires, on the Rules for the Recognition of *De Facto* Governments, touched a question which in the unrest of the world to-day is of great practical importance. "*Au cours de la vie politique des peuples modernes on remarque parfois que, au moyen de la surprise ou de la violence, une personne, ou un groupe de personnes, reussit de s'emparer du pouvoir et s'y maintient pendant un certain temps. Ainsi demeure implanté un gouvernement* de facto." To the leading example of this in Northern Europe, there has been since the paper was written an equally significant example in Southern Europe. With us the question is treated as a political one, and, as held recently by the Court of Appeal, recognition by the Foreign Office is followed by recognition by the Courts. Professor Costa observes that this has been the usual practice hitherto, but in order to avoid conflicts and difficulties, he would substitute general juridical rules for the "opportunism of Governments," and his suggested rules are given in his paper.

The paper by Professor Manes of Berlin on World Industrial Insurance treated of workmen's insurance—under the title of Social Insurance—from the international point of view. Such insurance, he said, began in Germany in 1881 and extended all over the world. As the result of his paper the Conference passed a resolution to appoint a Committee to study the subject and promote legislation on it. Mr. R. S. Fraser of London read a paper describing the establishment of the International Court of Commercial Arbitration under the auspices of the International Chamber of Commerce, which was founded so recently as 1920, and he asked for the hearty support of the Conference to place Commercial Arbitration on a world-wide basis. The Conference diverged into a repugnant subject, with the reports of the Chemical Warfare Committee and of the Aviation Law Committee. The attempt which began with Grotius to deprive war of its worst horrors has failed, and time is lost and morality weakened by seeking—after the Great War—to devise new laws of war. With a moderate amount of common sense, leavened by faith, it may yet be possible that the war—as the politicians said—was fought to end war.

We have no time to follow Mr. Bewes in his paper in Spanish on the capacity of married women or that by M. Albert Legrand on their capacity in France. The varying laws on this subject are a source of confusion in International Private Law, and both speakers desire to promote uniformity. M. Legrand's suggestion that where husband and wife are of different nationalities, the wife should retain her own nationality unless she desires the contrary, raises a question which is now under the consideration of a Parliamentary Committee. Another solution is indicated in the papers on Domicil and Nationality, and in particular in that by Mr. R. S. Fraser, who desires to restore domicil to its proper place as the test of right, and to secure for the individual full liberty of changing his nationality. M. Borris M. Komar, editor of the Journal of Co-National Law, read a paper justifying the use of this new name for International Private Law, but that is a branch of the law in which the difficulty of finding a suitable title is as great as the difficulty of the law itself.

The second volume of the Report, containing the Proceedings of the Maritime Law Committee, gives useful information as to the manner in which the Hague Rules were adopted. These form the basis of the Carriage of Goods By Sea Bill which has been the subject of controversy and has been referred to a Joint Committee of the two Houses of Parliament with a view to arriving at an agreement. And among other matters of interest there was a paper by Capt. Storni, Director of the Naval School, Buenos Aires, on "*La Mer Territoriale*," in which he pointed out the impracticability of adhering to the "Marine League," and suggests a general limit of six miles, with extensions for special circumstances. This also, as events have since turned out, has become a matter of great practical importance.

These volumes show that the proceedings of the Buenos Aires Conference were of great interest, and many of the papers are of permanent importance to workers in International Law. It will be remembered that the close of the Conference was saddened by the death of Mr. W. F. Hamilton, K.C., who had taken an active part in it.

Bills of Lading.

THE CONTRACT OF AFFREIGHTMENT AS EXPRESSED IN CHARTER-PARTIES AND BILLS OF LADING. By Sir THOMAS EDWARD SCRUTTON, one of the Lords Justices of H.M. Court of Appeal. Eleventh edition. By Sir T. E. SCRUTTON and F. D. MACKINNON, M.A., K.C. Sweet & Maxwell, Ltd. 30s. net.

We have already referred to this new edition of Lord Justice Scrutton's well-known book on Charter-parties in connection with the protest he makes in the Preface against the breach of freedom of contract involved in the Carriage of Goods by Sea Bill. In various text books lately there has been an interesting fore-note showing the dates of the successive editions, and who were the editors. The present book was first published in 1886, and the editions have therefore had an average life of three and a half years. But the information goes a step further, and carries the pupil succession of the editors back for a century. F. D. Mackinnon was the pupil of T. E. Scrutton; T. E. Scrutton of A. L. Smith; A. L. Smith of James Hannen; J. Hannen of Thomas Chitty; T. Chitty of his father, Joseph Chitty; J. Chitty of William Tidd; W. Tidd of Charles Runnington (1751-1821); and C. Runnington of Thomas Warren, whose dates are not known, and who had no ancestor in the law, since, we are told, for him the system of reading in chambers did not exist. The last two stages are filled in from Campbell's "Lives of the Chancellors."

So the book is well descended, and Sir Thomas Scrutton, with this and "The Laws of Copyright" to his credit, can be numbered in the goodly band of learned lawyers whose early writing on the law have been finger posts to the Bench. Not everyone, perhaps, has followed the finger posts to the legitimate end, but Lord Wrenbury is another conspicuous instance at the present time, and did not Sugden on the morning after his "Vendors and Purchasers" was published, find his table groaning under abstracts—and there were abstracts then; and there was Sir George Farwell. As we have said, the Preface to the present edition raises the question of freedom of contract: "If there is any value at all in freedom of contract, it should not be interfered with except after full deliberation and the most urgent necessity." Full deliberation the Carriage of Goods by Sea Bill is having, but whether full freedom of contract in Sir Thomas Scrutton's sense will be preserved is doubtful. In fact, we believe the Bill is wanted because in general there is under the present system no real freedom of contract between shippers and the great shipowning companies.

The book itself expresses in a series of rules the existing law on the Contract of Affreightment, and in effect gives a code of the law, and with the numerous illustrative cases which follow the rules and with its wealth of authority, brought up in the Addenda to the latest possible date—it is noted, for instance, that the appeal in *The Ariadne S.S. Case*, on signature by agents, has been dismissed in the House of Lords—the book stands both for lawyer and business man as a full and safe guide to the law.

Books of the Week.

The Law Journal Reports.—July, 1923. Editor, AUBREY J. SPENCER. Sweet & Maxwell, Ltd; Stevens & Sons, Ltd. 8s. 6d.

Massachusetts Law Quarterly.—May, 1923. Massachusetts Bar Association, Boston, Mass.

CASES OF THE WEEK.

House of Lords.

GLASGOW CORPORATION *v.* **BARCLAY CURLE & CO.** 6th July.

HIGHWAY—EXTRAORDINARY TRAFFIC—EXCESSIVE WEIGHT—STREET IN INDUSTRIAL CITY—LONG-CONTINUED USER—FAIR WEAR AND TEAR.

The defenders had large engineering works in an industrial centre of Glasgow, and were in the habit of carrying very large boilers from their works to the quay, which the pursuers alleged caused injury to their streets. In an action by the pursuers to recover compensation for the injury,

Held, that the traffic in question was neither excessive nor unusual, having regard to the locality and the nature of the industries there carried on.

This was an appeal from the First Division of the Court of Session in Scotland, and raised a question as to the right of user of public highways apart from the Roads and Bridges (Scotland) Act, 1878, which did not apply to the streets in question. The action was brought to recover damages for injury to streets by the defenders who were boiler makers, and carried large boilers from their works to the quay. It was alleged that in April, 1918, the defendants so conveyed boilers which, with the bogies used in carrying them, were of weights ranging from sixty-three to eighty tons. The pursuers claimed that these acts were in excess of lawful user of the roadway causing damage other than that which would result from fair wear and tear. The defenders pleaded that the traffic was not unusual or excessive having regard to the locality and the nature and extent of the industries carried on there, and that it had been carried on with due care to prevent unnecessary damage. The case came before the Lord Ordinary, who decided in favour of the defenders, and his decision was affirmed by the First Division of the Court of Session. The Corporation now appealed.

Lord BIRKENHEAD said that the issues raised had caused him considerable doubt, and had he been sitting alone he was inclined to think that he would have decided the matter favourably to the appellants, though he would have regarded such a decision as highly disputable. He had had, however, the advantage of reading the opinions of their lordships, and he found that all their lordships, including Lord Dunedin and Lord Shaw, who advised with so much authority on matters relating to the law of Scotland, were of the opinion that the appeal failed. In a Scottish appeal raising some matters at least which were peculiar to the practice and law of Scotland, he was not prepared to set himself against so great a weight of authority. He would not therefore record a dissenting opinion, but would move that the appeal be dismissed.

Lord FINLAY said that for the purposes of this case he thought that there was no material difference between the law of Scotland and the law of England. Roads were made to be used, and no road authority could complain of fair wear and tear. The question was whether the damage caused by the defenders was in the nature of fair wear and tear, or whether it was caused by abuse of the roads by bringing over them weights of an unusual and excessive description. There were, of course, different descriptions of traffic, and some roads were constructed only for light traffic, and to bring a heavy motor or traction engine on such a road would be to destroy it. The streets in Glasgow must be taken to have been constructed to carry heavy traffic in the sense of heavy within reasonable limits. It was alleged that the defenders transgressed those limits. The Lord Ordinary and all the judges who sat on the appeal in the Inner House were of opinion that the pursuers had failed to establish their case on that point. The evidence on the point was summarized by the Lord Ordinary in his judgment. He began by making an observation, the correctness of which could not be disputed, that in judging of the reasonableness or unreasonableness of the weights sent over the roads in question it was proper to keep in view the general and long-continued practice in the industrial parts of the city in transporting heavy traffic over the streets, and he gave particulars showing that traffic of that sort quite as heavy as that carried by the defenders had been carried on in Glasgow from the year 1900. Novelty was certainly an important element in determining that any particular kind of traffic was so much out of the ordinary course as to amount to abuse of the streets. If there had been toleration of such traffic for a quarter of a century, it would be a very strong thing for any court to regard its continuance as a nuisance which entitled the corporation to treat as wrong-doers those engaged in it. The acts complained of were far from being anything in the nature of a new departure. Indeed it appeared that the corporation sent on some occasions traffic of a similar description over the streets. It was impossible to lay down with precision any line separating traffic which was reasonable and lawful from that which was unreasonable and unlawful; each case must be judged on its facts. The effect of the evidence on the whole was to lead to the conclusion that the traffic was in the nature of fair wear and tear. It had made necessary the more frequent repair of the roads, but that was an incident of all increase of traffic. There had been no destruction of the roads by those heavy weights. The same sort of traffic had gone on at other centres where the industry of boiler making was carried on. In Glasgow the trolleys now said to be dangerous had been in use many years, and were the same as those generally used elsewhere. The courts below therefore were right in refusing to condemn the defenders for not using a form of bogie which was used nowhere except in one town in Scotland, and the merits of which were very much in controversy.

The other noble and learned lords gave judgment to the same effect.—COUNSEL: *The Dean of Faculty (C. Sandeman*, K.C.), *Graham Robertson*, K.C., *A. Crawford*, and *W. Kerr Chalmers*; *Macmillan*, K.C., *Gentles*, K.C., and *J. A. Gilchrist*. SOLICITORS: *Martin & Co.*, for *Sir John Lindsay*, Town Clerk, Glasgow, and *Campbell & Smith*, S.S.C., Edinburgh; *Beveridge & Co.*, for *Biggart, Lumsden & Co.*, writers, Glasgow, and *Morton, Smart, Macdonald & Prosser*, W.S., Edinburgh.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Appeal.

***In re* THE RAILWAYS ACT, 1921, and *In re* THE ABSORPTION OF THE LEE-ON-THE-SOLENT RAILWAY CO. BY THE SOUTHERN RAILWAY CO.** No. 1. 29th June.

RAILWAYS — INSOLVENT LINE — ABSORPTION BY LARGE RAILWAY GROUP—LIABILITY TO PAY UNSECURED CREDITORS —RAILWAYS ACT, 1921, 11 & 12 Geo. 5, c. 55, s. 5.

The Railways Act, 1921, *by s.* 5 (*a*), *provides that in the case of the absorption of a railway by one of the large groups created by the Act the absorption scheme "shall provide in such manner as appears necessary or expedient for the transfer to the amalgamated company of all the property, rights, powers, duties, and liabilities, whether statutory or otherwise, of any subsidiary company to which the scheme relates." This means that the amalgamated company are liable for the debts of the subsidiary company to unsecured creditors, even though the line absorbed was insolvent and there was no prospect of its ever being in a position to pay those debts.*

Decision of the Railway Amalgamation Tribunal *affirmed*.

The Lee-on-the-Solent Railway was constructed in 1894 with a capital of £30,000. The railway was three miles in length between Fort Brockhurst, near Gosport, and Lee-on-the-Solent, and since 1909 it had been worked by the London and South Western Railway as a branch line. It had never earned sufficient to pay its costs of working, and its position in 1922 was that while its receipts were only £948, the working expenses were £4,597. There were no debentures issued, but the company owed nearly £15,000, mostly to two neighbouring landowners. Upon the case coming before the Railway Amalgamation Tribunal, to confirm the absorption by the Southern Railway Company, it was contended for the minor line that by s. 5 (*a*) of the Railways Act, 1921 (set out in the head note), the Southern Railway Company must take over the unsecured debts, though it was admitted that in the case of debentures they need not be taken over at their original value, but might be valued for the purposes of transfer at their market value, which in an extreme case might be nil. For the Southern Railway Company it was contended that as these debts were unsecured, and there was no prospect of the line ever being in a position to pay them, they were not effective liabilities for the purposes of the transfer of the line. The Tribunal held that upon the construction of s. 5 (*a*) the Southern Railway Company must be held liable for these debts. The Southern Railway Company appealed.

The Court dismissed the appeal.

Lord STERNDALE, M.R., said that in his view the case depended entirely on the construction of s. 5 of the Act of 1921, and that section provided for the transfer of "all" the liabilities of the absorbed line. What were the liabilities? Did they include debts? In his view they certainly did. The appellants' view was that only those liabilities were to be transferred in respect of which these were assets to meet them, but it was difficult to see how that would transfer "all" the liabilities, as laid down by the Act. It was urged that if the respondents were right, unsecured creditors would be in a better position than secured creditors, but the words "secured creditors" were often used to mean holders of the securities of the line, and not secured creditors in the proper sense. The appeal would be dismissed with costs, but leave would be given to the appellants, in accordance with the provisions of the Railway Act, 1921, to appeal to the House of Lords, if they so desired.

WARRINGTON and SCRUTTON, L.JJ., delivered judgments to the same effect.—COUNSEL: *Str John Simon*, K.C., *Tomlin*, K.C., and *Bischoff* for the appellants; *F. G. Thomas*, K.C., and *F. J. Wrottesley* for the respondents. SOLICITORS: *W. Bishop; Blake, Shearman & Co.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

GRECH *v.* THE BOARD OF TRADE. No. 1. 10th July.

CROWN—SUBMISSION TO ARBITRATION OF CLAIM BY SUBJECT—AWARD IN FAVOUR OF SUBJECT—ASSESSMENT OF SUBJECT TO INCOME TAX AND EXCESS PROFITS DUTY—PAYMENT OF PART OF AWARD HELD BACK AGAINST ASSESSMENT—APPLICATION FOR ORDER TO ENFORCE PAYMENT OF AWARD IN FULL—ARBITRATION ACT, 1889, 52 & 53 Vict, c. 49., ss. 1, 12, 23—PETITIONS OF RIGHT ACT, 1860, 23 & 24 Vict, c. 34, s. 9.

G and the Board of Trade agreed that a claim by the former against the latter should be submitted to arbitration, and the arbitrator awarded G £177,000. *The Board of Trade paid the award, less a sum of about* £60,000, *the amount of assessments made upon G by the Commissioners of Inland Revenue in respect of income tax and excess profits duty, but G contended that, not being resident in England he was not liable to pay these sums, and he applied to the court to make an order under s.* 12 *of the Arbitration Act*, 1889, *enforcing payment of the award in full.*

Held, that such an order could only be made in a clear case. Here it was uncertain whether the individual members of the Board of Trade were personally liable, or whether the debt was due from the Crown, and unenforceable by any ordinary process. Further, the court could not make a decree or judgment in favour of G in the terms of s. 9 *of the Petitions of Right Act*, 1860, *as there was no petition of right before the court. The order must, therefore, be refused.*

Appeal from a decision of Greer, J.

The appellant, Grech, was the owner of two salvage steamers, which were lost while in the service of the Crown. On 3rd July, 1922, the Board of Trade and the appellant executed an agreement, by which it was agreed that the claim should be submitted to arbitration, and that the provisions of the Arbitration Act, 1889, should apply. The arbitrator assessed the value of the steamers at £177,000, and awarded that sum to the appellant. The Board of Trade satisfied part of the award, but they retained certain sums, amounting to nearly £60,000, on the contention that assessments had been made against the appellant in respect of income tax and excess profits duty, in the sum of £50,000, and certain smaller amounts. The appellant contended that, not being resident in England, he was not liable for these assessments, and he asked the court for an order under s. 12 of the Arbitration Act, 1889, enforcing payment of the award in full. The section is as follows:—"An award on a submission may, by leave of the Court or a Judge, be enforced in the same manner as a judgment or order to the same effect." The appellant also contended that, the Board having submitted to arbitration, he was entitled to a decree or judgment in the terms of the Petitions of Right Act, 1860, which directs that:—"Upon every such petition of right the decree or judgment of the Court . . . . shall be that the suppliant is or is not entitled either to the whole or to some portion of the relief sought by his petition, or such other relief as the Court may think right, and such Court may give a decree or judgment that the suppliant is entitled to such relief, and upon such terms and conditions (if any) as such Court shall think just." Greer, J., dismissed the application, and the appellant appealed. The court dismissed the appeal.

WARRINGTON, L.J., said that the appellant claimed an order to enforce the award in two ways. He said that if the award were simply against the Board of Trade, which consisted of certain Lords of the Committee of the Council entrusted with certain matters relating to trade, &c., judgment might go against those persons as individuals and that there was nothing to prevent the court from making an order to be enforced against those individuals. He said, also, that if the award were against the Crown, then it could be enforced in the same way as if it were made on a petition of right, and that the first step was to transform the award in the form laid down in the Petition of Right Act 1860. On the first point, execution, under s. 12 of the Arbitration Act, 1899, could only issue by leave of the court, but it was well known that leave would be given only in clear cases; in other cases the party applying would be left to bring an action or pursue some other remedy. This, however, was not a case in which the remedy was clear, so that the court would make an order against the Board of Trade, meaning those individuals composing it, for there did not seem to be any statutory provisions by which those individuals could be proceeded against. If, on the other hand, judgment were against the Crown, it was admitted that judgment could not be enforced against the Crown by any ordinary process. As regards the contention that the appellant was entitled to an order under s. 9 of the Petitions of Right Act, 1860, that Act provided for a form of order to be made upon a petition of right, and at present there was no such petition before the court.

SCRUTTON, L.J., delivered judgment to the same effect.—COUNSEL: *Sir John Simon*, K.C., and *G. P. Langton*, for the Appellant: *Sir Thomas Inskip*, K.C. (Solicitor-General), and *Russell Davies*, for the Respondents. SOLICITORS: *Thomas Cooper & Co.; Solicitor to the Board of Trade.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

At Staffordshire Assizes on the 4th inst., Colonel Thomas Francis Waterhouse, 57, solicitor, formerly Clerk to the Wolverhampton magistrates, pleaded "Guilty" to the fraudulent conversion of clients' money at Wolverhampton, the total involved amounting to over £12,000. Counsel for the defence urged in mitigation of punishment that during the war the prisoner received a severe head wound, necessitating the removal of an eye, and causing damage to the brain tissue. After his return a great change was noticed in his physical condition, and his accounts got into a chaotic condition. Brigadier-General Hickman, called for the defence, said he had lost money over this matter, the prisoner having been his legal adviser, but he felt it his duty to testify to the exceptional military services rendered by Colonel Waterhouse during the war. Sentence of nine months' imprisonment in the second division was passed.

High Court—Chancery Division.

***In re* LETTERS PATENT No. 139207: *In re* CARBONIT AKTIEN-GESELLSCHAFT.** Sargant, J. 13th June.

PATENT—COSTS—USER BY GOVERNMENT DEPARTMENT—REMUNERATION—PATENTS AND DESIGNS ACT, 1919, 9 & 10 Geo. 5, c. 80, s. 8—R.S.C. ORD. LIII, r. 9, and ORD. LXV.

If a statute expressly or impliedly mentions the Crown or a government department, and provides for or contemplates costs, then the general rule that the Crown neither pays nor receives costs ceases to apply.

The costs of proceedings for an enquiry as to the remuneration proper to be paid by the government for user of a patent are in the discretion of the court, and the court can give directions as to the costs to be paid or received by a government department in respect of such proceedings.

This was an originating motion by certain patentees made under the Patents and Designs Acts, 1907-1919, claiming an enquiry as to the remuneration proper to be paid in respect of the user of the invention by a government department. When the hearing had been proceeding some time, the applicants withdrew their claim because it was found that a prior trial of the invention had been made by a government department which, having regard to the proviso to s. 8 of the Patents and Designs Act, 1919, entitled the government to make use of the patent thereafter without payment. There was only the question of how the costs of such enquiry ought to be borne. It was contended on behalf of the Crown that the *primâ facie* rule that the Crown neither paid nor received costs applied.

SARGANT, J., after stating the facts, said: The general rule undoubtedly is that the Crown neither pays nor receives costs, but there are various exceptions to this rule. It seems clear that if a statute expressly or impliedly mentions the Crown or a government department, and provides for or contemplates costs, then the general rule ceases to apply, and the Crown or the department is in the same position in this respect as an ordinary litigant: see *Moore* v. *Smith*, 1859, 1 E. & E. 579; *Thomas* v. *Pritchard*, 1903, 1 K.B. 209. Under the Patents and Designs Act, 1907, certain proceedings may be taken by or on behalf of the Crown, and by Order LIII, r. 9, all costs under that Act, except the costs of the Crown, in respect of petitions to prolong patents under s. 18 of the Act are to be in the discretion of the court. In that state of things the Patents and Designs Act, 1919, s. 8, entirely reconstituted s. 29 of the Act of 1907, and provided, by s-s. (2), that disputes such as the present should be referred to the court for decision, and that the court might refer the whole matter or any question or issue to be tried before a special or official referee or arbitrator upon such terms as it might direct. This seems to enable the court to give directions as to the costs of any such issue or question, and it would be anomalous if the court, when dealing with the whole matter itself, should have a more limited power, particularly in view of the general jurisdiction of the court as to costs under Order LXV, and the special jurisdiction given to it under Order LIIIA, r. 9. It follows that the court has power to deal with the costs, and that being so, the respondents must have the general costs of the originating motion, the applicants to have the costs, if any, of an amendment made in the course of the hearing.—COUNSEL: *Maugham*, K.C., *Hunter Gray*, K.C., and *Trevor Watson*; *Sir Douglas Hogg*, Attorney-General, *Whitehead*, K.C., and *Courtney Terrell*. SOLICITORS: *Mills, Lockyer, Church & Evill*; *The Treasury Solicitor*.

[Reported by L. M. MAY, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

SWINBURNE *v.* ANDREWS. No. 2. 11th May.

LANDLORD AND TENANT—AGRICULTURAL HOLDING—TENANCY AGREEMENT—DIFFERENT PORTIONS TO BE HELD FROM DIFFERENT DATES—TERMINATION AT DIFFERENT DATES—"TERMINATION OF TENANCY"—COMPENSATION FOR UNREASONABLE DISTURBANCE—CLAIM—NOTICE—TIME—AGRICULTURAL HOLDINGS ACT, 1908, 8 Edw. 7, c. 28, s. 48—AGRICULTURE ACT, 1920, 10 & 11 Geo. 5, c. 78, s. 10, s-s. (7).

Where an agreement of tenancy of an agricultural holding provided that the tenancy as to a portion of the holding should begin and end on 6th April, and that as to the other portion of the holding (which was required for the away-going crop and for housing the cattle) should begin and end on 13th May, the "termination of the tenancy" within the meaning of s-s. (7) of s. 10 of the Agriculture Act, 1920, took place on the latter date. So that where the tenant gave to the landlord on 11th April a notice of his intention to claim compensation for unreasonable disturbance under s. 10 of the Agriculture Act, 1920, the notice was given in time under s-s. (7) of that section, which provides that "compensation shall not be payable under this section . . . (b) unless the tenant has, not less than one month before the termination of the tenancy, given notice in writing to the landlord of his intention to make a claim for compensation under this section."

Appeal from West Hartlepool County Court on a special case stated under the Agricultural Holdings Acts. By an agreement of tenancy made in 1905, a farm was let on a yearly tenancy. The agreement provided that the tenancy as to the land (with certain exceptions) should begin and end on 6th April, and that as to the buildings and the excepted lands should begin and end on 13th May. The tenancy was terminated by the landlord in January, 1921, giving the tenant notice to quit on such a day as the tenancy should expire next after twelve months had elapsed from the date of the notice. The tenant, on 11th April, 1922, gave notice to the landlord of his intention to claim compensation for disturbance under s. 10 of the Agriculture Act, 1920. The landlord contended that the notice was too late because the tenancy, according to his contention, had come to an end on 6th April, and it was provided by s-s. (7) of s. 10 of the Act of 1920 that compensation under that section would not be payable unless the tenant "has, not less than one month before the determination of the tenancy, given notice in writing to the landlord of his intention to make a claim for compensation" under the section. The county court judge upheld the landlord's contention and dismissed the tenant's claim for compensation, but stated a case for the opinion of the court, raising the question whether the tenancy terminated on 13th May or 6th April.

BANKES, L.J.: This appeal from the judgment of the county court judge on a special case raises a short but important point as to what is the date of the termination of the tenancy of a tenant who is claiming compensation from his landlord for disturbance. The learned county court judge, in a very careful and considered judgment, came to the conclusion that the tenant did not give notice in time—that is to say, he did not give notice one month before the termination of his tenancy. After a full consideration I am not able to take the view that was taken by the learned judge. I arrive at my conclusion on what seems to me to be a quite plain construction of the lease between these parties. It is apparent to anybody who understands the custom and practice of farming that it belongs to that class of agreement which is based on the custom of the country. In nearly all these leases, and in a great many agreements, you now find that the period of tenancy is split up into three divisions, and the incoming tenant is given an opportunity of going into occupation of portions of the holding before the previous tenancy ends, and that is done partly, at any rate, in respect of one period for the purpose of enabling him to carry out autumn cultivation, and another is to enable him to carry out spring cultivation; but with regard to the outgoing tenant, he is allowed to remain there as long as it is possible and to occupy the farmhouse and buildings—the buildings is the main thing—as long as possible and as long as is necessary to enable him to house his cattle before what is called turning-out time comes.

In the agreement in the present case, it seems to me manifestly plain that the parties have agreed on a tenancy which is not to terminate till 13th May. It may be that it provides for the outgoing tenant being obliged to give up portions of the land before that date, but, at any rate, he is entitled to continue in occupation of what is a very substantial part of the whole holding—that is, the farmhouse (and in this case there are two houses) and the farm buildings and a substantial amount of land. The first clause of the lease provides, I think in terms which are incapable of being really misunderstood, that this is a tenancy which is to last until 13th May, because it provides that the landlords agree to let and the tenants agree to take the farm and premises, describing them for the term of one year, that is to say, the land from 6th April, 1905, excepting certain fields, together with two dwelling-houses. yard, outbuildings, and appurtenances, which the tenant takes from 13th May, 1905. He takes from 13th May, 1905; for how long? The agreement says for one year and so on from year to year until the tenancy is determined by twelve calendar months' notice. The language of the first clause is so plain that really reading it literally, as one is justified in reading it, it creates a tenancy from year to year between this landlord and this tenant of a considerable portion of this entire holding for a year from 13th May and so on from year to year until determined. The agreement seems to me to show conclusively that the language of the first clause of this lease says what the parties intended and what the parties agreed, namely, that the tenancy in respect of, at any rate, the house, the buildings, and a substantial portion of the land should be for a year from 13th May and so on from

year to year until twelve months' notice was given. The material sub-section in the Agriculture Act, 1920, is as follows: "Compensation shall not be payable under this section . . . (*b*) unless the tenant has, not less than one month before the termination of the tenancy, given notice in writing to the landlord of his intention to make a claim for compensation." What is the meaning of "before the termination of the tenancy"? Turning to the interpretation clause of the Agricultural Holdings Act, 1908 (s. 48), the expression "determination of the tenancy" is there defined as "the cesser of a contract of tenancy by reason of the effluxion of time, or from any other cause." When did the contract of tenancy in this case cease by effluxion of time or for any other cause? The answer is, Not before 13th May. In these circumstances, it seems to me that, although this notice was given too late to operate as a good notice if the contract ceased on 6th April, it was in plenty of time if the contract ceased, as I hold that it did, on 13th May. Reference has been made by the learned judge and by learned counsel here to certain sections in the Act of 1883 and in the Act of 1920, which, however, in my opinion, deal with quite a different state of affairs, The learned county court judge has referred to the proviso of s-s. (2) of s. 18 of the Act of 1920, which deals with the case where a tenant lawfully remains in occupation after the determination of his tenancy. But the sections referred to really have no bearing upon the particular case which we have to decide. In my opinion the appeal must be allowed, and the answer to the question in the special case must be that the notice was given in due time.

ATKIN and YOUNGER, L.JJ., concurred.—COUNSEL: *Compston*, K.C., and *W. Allen*; *Turner-Samuels*. SOLICITORS: *Ellis and Fairbairn*; *F. Mayson*, Hartlepool.

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—King's Bench Division.

DARRALL *v.* WHITAKER. Div. Court. 1st May.

EMERGENCY LEGISLATION—LANDLORD AND TENANT—RECONSTRUCTION OF DWELLING-HOUSE—CONVERSION INTO FLATS—SEPARATE AND SELF-CONTAINED FLATS—APPORTIONMENT OF RENT—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920, 10 & 11 Geo. 5, c. 17, s. 12 (3), (9).

A house which was let at a rent of £65 a year on 3rd August, 1914, was converted into a shop, offices and a flat, at a cost of £900. The occupant of the flat, who paid a weekly rent of 30s., applied to the County Court for an apportionment of the rent. The county court judge found that the identity of the house had been entirely altered, that the rooms occupied by the plaintiff had been converted into a separate and self-contained flat, and that the apportionment could not be made. The occupant of the flat appealed.

Held, that the decision of the county court judge was right, and that the appeal must be dismissed.

Appeal from the Blackpool County Court. A dwelling-house at Blackpool was, on 3rd August, 1914, let at a rent of £65 a year. In 1921 £900 was expended in making alterations to the house. On 3rd August, 1914, the house consisted of a ground floor, including a dining room, sitting room, scullery, &c., a first floor, including a drawing room, sitting room, four bedrooms, and a water-closet; a second floor, including a drawing room, sitting room, and four bedrooms; and a top floor, consisting of two attics. The effect of the alterations made in 1921 was that the ground floor was converted into a shop, with a sitting room, scullery and water-closet; and a separate entrance was made into these premises from the street; the first floor was converted into offices; on the second floor a bedroom was partitioned off so as to be provided with a water-closet, and a hot water boiler and sink were supplied to that floor, but no fire-place or gas stove was added; and the original house entrance was left to provide an entrance to the offices on the first floor and to the second and third floors. The appellant became tenant of the premises on the second and third floors at a weekly rent of 30s., afterwards reduced to 25s. No door or partition was provided to separate the premises occupied by the appellant from the other part of the house, and when he left the premises he was obliged to lock each room separately with padlocks, and could not bolt the front door of the house at night on account of the offices on the first floor. In 1922 he made an application to the county court under s. 12 (3) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, for an apportionment of the rent. The county court judge decided that such an apportionment could not be made, as the premises had been entirely altered, and as the portion of the house occupied by the plaintiff constituted a separate and self-contained flat. The material provisions of the Statute of 1920 are as follows: Section 12 (3), "Where for the purpose of determining the standard rent . . . of any dwelling-house to which this Act applies, it is necessary to apportion the rent at the date in relation to which the standard rent is to be fixed . . . the County Court judge may, on application by either party, make such apportionment as seems just . . . (9) This Act shall not apply . . . to a dwelling-house erected after or in course of erection on the second day of April nineteen hundred and nineteen, or to any dwelling-house which has been since that date or was at that date being *bonâ fide* reconstructed by way of conversion into two or more separate and self-contained flats or tenements . . ."

LUSH, J., delivering judgment, stated the facts, and said that on the facts the county court judge had come to the conclusion that not only had the ground floor and first floor been substantially altered, but that the second and third floors had also been altered to such an extent that they had ceased to be the same rooms as had been let in August, 1914, with the result that the rent could not be apportioned. If the judge was justified in coming to that conclusion his decision could not be reviewed. In this case there was ample evidence to justify the judge in holding that there had been a substantial alteration in the dwelling-house. The landlord had converted the upper floors into a residence at considerable expense, and it seemed astonishing that it should be contended that, when the landlord had done all this *bonâ fide*, he should still be compelled to let the new residence on the previous basis. In his lordship's view the decision of the judge could not be disturbed. His attention had, however, been also drawn to s. 12 (9) of the statute. That sub-section provided that the statute should not apply to a dwelling-house which had been re-constructed by way of conversion into two or more separate and self-contained flats or tenements. It was alleged that in the present case the flats were not self-contained, on the ground that a self-contained flat was one which was completely cut off from the others in the same building. He agreed with the view of Roche, J., on this point, in *Smith* v. *Prime*, 67 Sol. J., p. 557. In his opinion a self-contained flat meant a complete residence. It was not necessary to have the rooms all shut off by one outer door. The presence of a partition would not make a flat a self-contained flat, nor would the absence of a partition prevent it from being self-contained. If it was necessary to consider s-s. (9) there was evidence, in his opinion, upon which the county court judge was entitled to find that the premises occupied by the appellant constituted a self-contained flat. The appeal should, in his view, be dismissed.

MCCARDIE, J., delivered judgment to the same effect, and the appeal was dismissed.—COUNSEL: *C. L. J. Holt*; *E. Rowson*. SOLICITORS: *H. Butcher*, Blackpool; *Haslewood, Hare & Co.*, for *A. Kidd Whitaker*, Blackpool.

[Reported by J. L. DENISON, Barrister-at-Law.]

Cases in Brief.

Securities for Money.

BILL OF SALE:—An agreement to execute a bill of sale as security for a debt, upon a contingency, such as the debt not being paid by a certain date, is a bill of sale within the meaning of the Bills of Sale Act, 1882, and is void unless the requirements of that Act as to form and registration are complied with: *Shears & Sons, Ltd.* v. *Jones*, Russell, J., 66 SOL. J. 682; 1922, 2 Ch. 802.

A wife who, upon her husband giving a bill of sale upon her goods, makes a statutory declaration that they are her husband's is estopped from afterwards denying that he was the true owner and the bill of sale is valid: *Westen* v. *Fairbridge*, 67 SOL. J. 403; 1923, 1 K.B. 667; Bray, J.

The donee of chattels under a deed of gift who grants a bill of sale to a creditor taking without notice is the "true owner" of the chattels notwithstanding that the deed is afterwards set aside under 13 Eliz., c. 5, as being in fraud of creditors: *Harrods, Ltd.* v. *Stanton*, 1923, 1 K.B. 516; McCardie, J.

Where upon a lender taking over an existing bill of sale and making a further advance, the bill of sale is transferred and a new equity of redemption taken, but the new deed is not registered, it is not a "transfer or assignment" of the registered bill of sale within s. 10 of the Bills of Sale Act, 1878, and is void: *Marshall and Snelgrove, Ltd.*, 1923, 1 K.B. 356; Div. Ct.

LIEN:—In the absence of express authority or of a trade custom a sub-contractor doing repairs to a motor car obtains no lien upon it. A lien, even where it exists, is lost by parting possession with the car without qualification: *Pennington* v. *Reliance Motor Works, Ltd.*, 66 SOL. J. 667; 1923, 1 K.B. 127; McCardie, J.

A tenant for life spending money on improvements is not entitled to recoupment out of capital moneys unless the expenditure is strictly in the nature of salvage: *Re Cobden's Estates*, 1923, Ir. R. 1.

A husband assigned a policy on his life to trustees on trusts under which his wife took benefits, and bound himself to

pay the premiums. On his bankruptcy the trustees had no funds to continue paying the premiums, and they were paid by the wife's father, and on his death by the wife. On the death of the husband, the wife was entitled to be reimbursed the premiums paid by her out of the proceeds of the policy, but the amount recoverable was not to exceed the difference between such proceeds and the present value of the policy on the footing of no premiums having been paid by her: *Morgan* v. *Morgan's Judicial Factor*, 1922, W.C. & I. Rep. 255; Lord Hunter.

SHIPPING:—The security of the mortgagee of a ship on insurance policies which are included in his mortgage depends on whether he is an independent party to the contract of insurance or not. If he is an independent party, then he is entitled to sue and recover upon the policy notwithstanding that the ship was scuttled with the connivance of the owner, provided there was no complicity on the part of the mortgagee; though he may still fail on the ground of breach of a warranty in the policy: *P. Samuel & Co. Ltd.* v. *Dumas*, 1923, 1 K.B. 592, 594; C.A. If, however, the mortgagee is not an independent party, but only takes a derivative title in the mortgagor's insurance, then his claim to recover is defeated by a wrongful act of the mortgagor which would prevent him from recovering: *Graham Joint Stock Shipping Co. Ltd.* v. *Merchants Marine Insurance Co. Ltd.*, 1923, 1 K.B. 592, 606; C.A.

In Parliament.

House of Commons.

Questions.

TEST CASES (COSTS).

Mr. STURROCK (Montrose) asked the Postmaster-General the total sum of public money expended in connection with the Sutton case and the Liverpool telegraph case, in both of which the House of Lords decided against the Postmaster-General?

Sir L. WORTHINGTON-EVANS: It is estimated that the total sums of public money expended on costs in these test cases will be respectively £2,833 and £1,686. (3rd July).

HIGH COURT (REGISTRY OF JUDGMENTS).

Mr. LEACH (Bradford, Central) asked the Attorney-General if he will arrange that all judgments given in the High Court of Justice for £20 or over and unsatisfied at the expiration of twenty-one days from the day judgment is given shall be registered in the registry of judgments, the same as is done with County Court judgments?

The ATTORNEY-GENERAL (Sir Douglas Hogg): I have no reason to suppose that there is any demand for such a registry as suggested by the hon. Member, or that any real advantage would be gained by its institution. Furthermore, the suggestion is impracticable. In 1922, 29,219 judgments were signed for sums over £20 in the King's Bench Division alone, and the Court has no means of knowing in respect of any one of them whether it was satisfied within twenty-one days, or at all.

ENEMY DEBTS (CONTROLLER'S REPORT).

Colonel ALEXANDER (Southwark, S.E.) asked the President of the Board of Trade whether, seeing that the information furnished in the Fifteenth General Report of the Public Trustee regarding the custodianship of enemy property is inadequate, and in view of the fact that over one-third of the staff of the Public Trustee's Office is employed on this question, which is one of great interest to firms having compensation claims against the German Government, he will see fit to call for a full Report on this branch Public Trustee's work?

Viscount WOLMER: I think that the hon. and gallant Member will find the information he desires in the Second Annual Report of the Controller of the Clearing Office (Enemy Debts), which was issued last September. (4th July.)

STAMP OFFICE, SOUTHAMPTON.

Colonel PERKINS (Southampton) asked the Chancellor of the Exchequer, whether, in view of the local inconvenience caused, he will consider the re-opening of the local stamp office at Southampton; whether local opinion was ever consulted before this office was closed; and whether he will state the amount of public money which was saved by closing it.

Sir W. JOYNSON-HICKS: The decision to withdraw local stamping facilities from those towns in which the volume of the work was insufficient to justify the employment of a full-time staff was made in the interests of national economy and I regret I am unable to reverse it. In the case of Southampton, the fullest consideration was given to the views of local representative bodies before the decision was made operative. The annual saving effected by the closing of the Southampton office is £842.

SAAR VALLEY, ADMINISTRATION.

Mr. TREVELYAN (Newcastle, Central) asked the Under-Secretary of State for Foreign Affairs whether, in the spirit of the Covenant of the League of Nations, particularly Articles 4 and 17, and in view of the precedent set by the Council when it invited the United States Government to send a representative to the session at which the question of A mandates was discussed, the Government will instruct its representative at the Council of the League of Nations to request that Germany be invited to participate in the discussion of the administration of the Saar?

Mr. MCNEILL: I have already informed the House, in reply to a question by the hon. Member for Newcastle-on-Tyne (Central), that His Majesty's Government will not issue such instructions.

Captain BERKELEY: If the hon. Gentleman is not prepared to accept the suggestion in this question, will he accept the advice of the Noble Lord who represents the Government so well on the Council?

LAND ACQUISITION (ARBITRATION AND HIGH COURT CASES).

Mr. LOUGHER (Cardiff, East) asked the Financial Secretary to the Treasury the number of cases referred to arbitration under the Acquisition of Land (Assessment of Compensation) Act, 1919, for the years ending the 31st December, 1919, 1920, 1921, and 1922, respectively, and the number of special cases referred to the High Court on questions of law arising out of such arbitrations?

The ATTORNEY-GENERAL: I have been asked to reply. The numbers in the order of the years mentioned are: Cases referred to official arbitrators, nil, 197, 140 and 100. Special Cases, in 1919, nil, and one in each succeeding year.

LAND VALUATION OFFICE.

Mr. HANNON (Moseley) asked the Financial Secretary to the Treasury (1) whether it is proposed to dismiss that portion of the staff of the Land Valuation Office which shall become redundant as a result of the repeal of Section 4 of the Finance (1909-10) Act, 1910, or whether it is proposed gradually to absorb such officers into other Departments; (2) the numbers of temporary and technical staff employed in the Land Valuation Office and the amount of the provision of £69,000 provided for this office in the 1923-24 estimates which will be spent in the quarter ended 30th June; (3) the terms of employment of the 113 first-class valuers, the 115 second-class valuers, and the 133 third-class valuers shown in this year's Estimates for Revenue Departments as employed in the Land Valuation Office; and the number of such valuers likely to be affected by the repeal of Section 4 of the Finance (1909-10) Act, 1910?

Sir W. JOYNSON-HICKS: First-class, second-class, and third-class valuers in the Valuation Office of the Inland Revenue Department are established civil servants, and the appointments are subject to the conditions applicable to civil servants generally. The temporary technical and clerical staff employed in the Valuation Office numbers 402, and the remuneration paid to this staff for the quarter ended the 30th June, 1923, was approximately, £16,500. As regards the remaining questions, I would refer my hon. Friend to the statements made by the Prime Minister and myself in the Debate last Tuesday. (5th July.)

COUNTY COURT SERVICE.

Sir W. DE FRECE (Ashton-under-Lyne) asked the Prime Minister when the Bill will be introduced carrying into effect the recommendations of the Rigby-Swift Committee regarding County Court officials; and whether, in view of the fact that this legislation is long overdue, he will do his best to expedite its consideration?

Sir W. JOYNSON-HICKS: I regret that it is not yet possible to say when the Bill for the reorganisation of the County Court service will be introduced. The hon. Member may, however, rest assured that every effort will be made to expedite its consideration. (6th July.)

STUDENTS, GREAT BRITAIN (HOSTELS).

Mr. GILBERT (Southwark, Central) asked the Under-Secretary of State for India whether his department maintain or assist any hostels or homes for Indian students in this country; if so

will he state how many are so helped and where they are situated; how many students are housed in them; if they are restricted to only law and medical students; can he state what method is adopted to attract students to such homes; and what is the approximate annual cost of the same to his department?

Earl WINTERTON: No hostels or homes for Indian students in this country are maintained, assisted, or controlled by the India Office. One such hostel is maintained and controlled by the High Commissioner for India on behalf of the Government of India. With the hon. Member's permission, I will circulate in the Official Report information regarding this institution which has been furnished to me by the High Commissioner.

Following is the information referred to:—

There is only one hostel for Indian students maintained by the Government of India which is under the supervisory control of the High Commissioner for India. This is situated at 21, Cromwell Road, South Kensington, and provides accommodation for thirty-three men. The accommodation provided is available for any Indian who is a *bonâ fide* student, and is not restricted to any particular class. The hostel was established to provide for the accommodation of students on their first arrival, until they are able to find permanent lodgings. Full particulars regarding the accommodation available are given in the "Handbook for Indian Students," pp. 6 and 7, a publication of the High Commissioner for India, whilst the Advisory Committees in India are also in a position to supply full information about this hostel to students about to proceed to England who consult them. The approximate amount disbursed through the office of the High Commissioner for India, from Indian revenues in respect of the hostel was, for 1922-23, £2,300, as compared with £2,900 for 1921-22, and £3,700 for 1920-21.

LIQUOR REGULATIONS, UNITED STATES (BRITISH WARSHIPS.)

Viscount CURZON (Battersea, South) asked the Under-Secretary of State for Foreign Affairs what is the position of His Majesty's ships when in American territorial waters in view of the Volstead Prohibition Act?

Mr. MCNEILL: Owing to the extra-territorial character enjoyed by ships of war, domestic legislation such as the Volstead Prohibition Act does not apply to them. (9th July.)

New Bills.

Agriculture (Scotland) Amendment Bill—"to amend the Agricultural Holdings (Scotland) Act, 1923," Lieut.-Colonel Arthur Murray. [Bill 180.] (4th July.)

Local Authorities (Savings and Housing Banks) Bill—"to enable local authorities to establish and maintain savings and housing banks, and for other purposes in connection therewith," Mr. Leach, on leave given. [Bill 192.] (10th July.)

Bills in Progress.

4th July. Finance Bill—On motion for Third Reading, notice or rejection (Mr. Snowden) defeated by 249 to 145. Bill read the Third time and passed.

5th July. Supply (14th allotted day): India Office Vote.

6th July. Education (Institution Children) Bill, East India Loans Bill, and Public Works Loans Bill, read a Second time.

Isle of Man (Customs) Bill—Read a Second time and considered in Committee.

Town Councils (Scotland) Bill (Lords)—Read a Second time.

Railways (Authorization of Works) Bill (Lords)—Read a Second time by 156 to 73, and committed to a Standing Committee.

9th July. Rent and Mortgage Interest Restrictions Bill—As amended in the Standing Committee, considered.

The following new Clause (Mr. Broad)—

"Paragraph (*d*) of Section two of the principal Act (which provides for an increase of rent in respect of repairs) is hereby repealed"

rejected by 248 to 159.

New Clause (Mr. Rhys Davies) applying the principal Act to business premises, rejected by 224 to 155.

New Clause (Mr. Penny)—

"Where a sub-tenant is in occupation of part of a dwelling-house the landlord may apply to the Court to determine whether any room or rooms in the part of the dwelling-house so sub-let shall be given up to a person who is prepared to purchase the dwelling-house as a residence in the event of the Court deciding in favour of the applicant"

by leave, withdrawn.

Amendment to clause 1 to substitute 1930 for 1925, so as to prolong the duration of the principal Act to 24th June 1930 (Mr. McEntee), rejected by 256 to 147.

Amendment in Clause 2 (1) to leave out "actual" in "comes into actual possession of the whole of the dwelling-house" (Mr. Chamberlain), agreed to, and a new sub-section (Mr. Chamberlain), defining "possession" as follows:—

"(4) For the purposes of this section the expression 'possession' shall be construed as meaning 'actual possession' and a landlord shall not be deemed to have come into possession by reason only of a change of tenancy made with his consent"

agreed to.

Amendment (Mr Harney), to leave out in clause 3 (1) (*a*) the words—

"(*b*) the tenant or any person residing or lodging with him or being his sub-tenant has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers, or has been convicted of using the premises or allowing the premises to be used for an immoral or illegal purpose or the condition of the dwelling-house has, in the opinion of the Court, deteriorated owing to acts of waste by or the neglect or default of the tenant or any such person, and where such person is a lodger or sub-tenant, the Court is satisfied that the tenant has not, before the making or giving of the order or judgment taken such steps as he ought reasonably to have taken for the removal of th lodger or sub-tenant; or"

and to insert instead thereof the words

"(*b*) Unless in the opinion of the Court the tenant has used, or knowingly permitted the use of, the premises for any immoral or illegal purposes or in any other manner reasonably calculated to seriously deteriorate the property or disturb or annoy adjoining occupiers"

rejected by 246 to 153.

Amendment (Mr. Broad) to leave out para. (*b*) of clause 3 (1), allowing a landlord to recover possession if the house is required as a residence for himself, or his children over eighteen, or employés, rejected by 211 to 109.

Various amendments (Mr. Chamberlain) agreed to, which apparently leave the concluding part of substituted para. *d*) in s. 5 (1) of the principal Act as follows:—

"and . . . . the Court is satisfied that alternative accommodation is available which is reasonably suitable to the means of the tenant and to the needs of the tenant and his family as regards extent, character, and proximity to place of work, and which consists either of a dwelling-house to which the principal Act applies or of premises to be let as a separate dwelling on terms which will afford to the tenant security of tenure reasonably equivalent to the security afforded by the principal Act."

10th July. Rent and Mortgage Interest Restrictions Bill—As amended in the Standing Committee further considered. Motion (Mr. Mosley) to leave out Clause 5, giving the county court power to amend notices of increase of rent, rejected by 251 to 156.

Amendment (Lieut.-Colonel Watts-Morgan) to leave out Clause 6 (1), as to permitted increases of rent of sub-tenancies, rejected by 247 to 135.

Amendment (Sir W. Raeburn) to insert in Clause 6 a new sub-section:—

"(2) A tenant who has so sub-let part of any such dwelling-house shall, on being so requested in writing by the landlord of the dwelling-house, supply him, within fourteen days thereafter, with a statement in writing of any sub-letting, giving particulars of occupancy, including the rent charged, and should he without reasonable excuse fail to do so or supply a statement which is false in any material particulars he shall be liable on summary conviction to a fine not exceeding two pounds"

agreed to.

Amendment (Sir P. Pilditch) to insert in Clause 10 a new sub-section:—

"(3) The Court shall not exercise any of the powers given to it under the foregoing provisions of this section in any case where it is satisfied that greater hardship would be caused to the landlord by the exercise of the power than would be caused to the tenant by the refusal to exercise it"

agreed to.

Amendment (Sir Kingsley Wood) to Clause 12, to leave out s-s. (4), establishing reference committees, after debate, withdrawn.

Amendment (Sir W. Raeburn) to insert a new sub-section:—

"(6) Notwithstanding the provisions of Section one of this Act, Section seven of the principal Act shall continue to apply to a mortgage on a dwelling-house in respect of which the making of an Order for possession or ejectment is opposed by the tenant on any of the grounds referred to in Sub-section one hereof until the determination of the proceedings, and in the event of the Court refusing to make or give an Order or judgment, or adjourning the application, or staying or suspending execution, or postponing the date of possession, or directing

that a tenancy shall be a subsisting tenancy, the Court sball have power to deal with such mortgage as though Section seven of the principal Act applied thereto."

Accepted in principle, but, for drafting reasons, left to be inserted in the House of Lords.

Amendment (Sir Ryland Atkins) of Clause 14 (3) making it read—

"Every Regulation so made shall be laid before both Houses of Parliament as soon as may be after it is made, and if an Address is presented to His Majesty by each of those Houses within twenty-one days on which that House has sat next after any such Regulation is laid before it, praying that the Regulation may be confirmed, His Majesty in Council may confirm the Regulation, and the Regulation shall have the force of law"

agreed to.

Consideration concluded.

Nationalization of Mines and Minerals Bill—Motion for Second Reading (Mr. Lansbury). Debate adjourned.

Position of Bills.

The following is a list of the more important Bills as they stood in the House of Commons last Monday :—

*Those marked thus * are Government Bills.*

*Administration of Justice [Lords] [130], Second reading, Monday, 9th July.

Advertisements Regulation [Lords] [150], Committed to a Standing Committee, 14th June.

Agricultural Holdings Acts (Amendment) [16] [122], Passed, 15th June.

*Agricultural Rates [149] [187], As amended in the Standing Committee to be considered, Monday, 9th July.

*Agricultural Returns [Lords] [143], Second reading, Monday, 9th July.

Agriculture (Scotland) Amendment [186], Second reading, Thursday, 12th July.

Agricultural Wages Boards [113], Second reading, Monday, 9th July.

*Agricultural Wages (Confirmation of Agreements, &c.) [179], Second reading, Monday, 9th July.

Bastardy [38] [95], Passed, 15th June.

Blasphemy Laws (Amendment) [39], Second reading, Friday, 13th July.

Co-Partnership [92], Second reading, Monday, 16th July.

Copyright (Musical Works) [166], Second reading, Monday, 9th July.

*Cotton Industry [11] [141], Passed, 27th June.

*Criminal Justice [Lords] [62], Second reading, Wednesday, 11th June.

Criminal Law Amendment [170], Second reading, Monday, 9th July.

Dentists Act (1921) Amendment [125], Committed to a Standing Committee, 14th May.

Dogs' Protection [29], Adjourned Debate on Second reading, Monday, 9th July.

*Education (Institution Children)]175], Committed to a Standing Committee, 6th July.

Exemption of Sewers from Rating [18], Committed to a Standing Committee, 24th April.

*Explosives [Lords] [63] [155], Commons' Amendments agreed to, 3rd July.

Fairs [34], Second reading, Monday, 9th July.

*Finance [99] [168], Passed, 3rd July.

*Forestry (Transfer of Woods) [110], Passed, 27th June.

*Honours (Prevention of Abuses) [Lords] [165], Second reading, Monday, 9th July.

Hours of Employment [184], Second reading, Monday, 9th July.

*Housing &c. (No. 2) [82] [160], Passed, 25th June.

*Intoxicating Liquor (Sale to Persons under Eighteen) [8] [88], As amended in the Standing Committee to be further considered, Monday, 9th July.

Land Nationalisation [58], Second reading, Monday, 9th July.

Leaseholds (Enfranchisement) [27], Second reading, Thursday, 19th July.

Legitimacy [20] [56], Passed, 15th June.

Licensing [33], Second reading, Monday, 9th July.

Licensing Act (1921) Amendment [21], Second reading, Tuesday 10th July.

Marriage (Prohibited Degrees of Relationship) [91], Second reading, Monday 9th July.

Matrimonial Causes [7] [46], Passed, 8th June.

Matrimonial Causes (Regulation of Reports) [136], Committed to a Select Committee, 8th June.

*Mental Treatment [Lords] [169], Second reading, Monday, 9th July.

Merchandise Marks [9] [188], Committed to a Standing Committee, 16th March.

Merchant Shipping Acts (Amendment) [22], As amended in the Standing Committee to be considered, Monday, 16th July.

*Mines (Working Facilities and Support) [Lords] [96] [165] Passed with Amendments, 28th June.

Nationalisation of Mines and Minerals [42], Second reading, Monday, 9th July.

Performing Animals [30], Committed to a Standing Committee, 23rd March.

Protection of Animals (Amendment) [79], Committed to a Standing Committee, 30th April.

Rabbits and Rooks [54], Committed to a Standing Committee, 24th April.

Railway Fires Act (1905) Amendment [10], Passed, 15th June.

*Railways (Authorisation of Works) [Lords] [118], Committed to a Standing Committee, 6th July.

Rating of Machinery [15], Committed to a Standing Committee, 11th May.

Rating Returns [64], Committed to a Standing Committee, 20th April.

Regulation of Railways [74], Second reading, Monday, 9th July.

*Rent and Mortgage Interest Restrictions [154] [182], As amended in the Standing Committee to be considered, Monday, 9th July.

*Salmon and Freshwater Fisheries [35] [100] [174], Lords' Amendments agreed to, 27th June.

Seditious Teaching [75], Second reading, Monday, 9th July.

Shops (Early Closing) Act (1920) Amendment [183], Second reading, Monday, 9th July.

Slaughtering of Animals [23],Committed to a Standing Committee 1st May.

State Management (Liquor Trade) Abolition [159], Second reading, Monday, 9th July.

Summary Jurisdiction (Separation and Maintenance) [127], Committed to a Standing Committee, 29th May.

*Trade Boards [119], Second reading, Monday, 9th July.

Trade Union Act (1913) Amendment [24], Second reading, Monday, 9th July.

*Universities of Oxford and Cambridge [Lords] [128], Committed to a Standing Committee, 22nd June.

*War Charges (Validity) [53], Second reading, Monday, 9th July.

Workmen's Compensation [14], Committed to a Standing Committee, 4th May.

*Workmen's Compensation (No. 2) [134], Committed to a Standing Committee, 30th May.

New Rules.

Supreme Court, England.

PROCEDURE.

THE RULES OF THE SUPREME COURT (No. 1), 1923.
DATED MARCH 26, 1923.

We, the Rule Committee of the Supreme Court, hereby make the following Rules :—

ORDER LIX.

1. In Rule 19 of Order LIX the words "and an appeal under sub-section (1) of section 7 of the Nurses Registration Act, 1919, and an appeal under section 9 of the Dentists Act, 1921," shall be inserted after the words "the Midwives Act, 1902" [9 & 10 Geo. 5, c. 94; 11 & 12 Geo. 5, c. 21; 2. Edw. 7, c. 17].

2. These Rules may be cited as the Rules of the Supreme Court (No. 1), 1923, and the Rules of the Supreme Court, 1883, shall have effect as amended by these Rules.

3. The Provisional Rules of the Supreme Court (November), 1922, which came into operation on the 20th day of November, 1922, shall continue in force till the 2nd day of April, 1923, on which day the said Rules shall be superseded and replaced by these Rules.

Dated the 26th day of March, 1923.

Cave, C. — *E. W. Hansell.*
Charles H. Sargant, J. — *C. H. Morton.*
P. Ogden Lawrence, J. — *Roger Gregory.*
T. R. Hughes.

THE RULES OF THE SUPREME COURT (No. 2), 1923.
DATED JUNE 11, 1923.

We, the Rule Committee of the Supreme Court, hereby make the following Rules :—

ORDER XVII.

1. The following Rule shall be inserted in Order XVII after Rule 7, viz. :—

"7A. Whenever pursuant to the provisions of the Railways Act, 1921 [11 & 12 Geo. 5, c. 55], and an amalgamation scheme thereunder, any Railway or Light Railway Company is dissolved and its undertaking is transferred to and vested in and becomes part of the undertaking of the amalgamated Company formed and incorporated or constituted by the amalgamation scheme, any action, matter or proceeding pending by or against or in the matter of such dissolved Company at the time of such amalgamation shall (unless otherwise ordered) be continued by or against or in the matter of and in the name of the amalgamated Company and all further proceedings in such action, matter or proceeding shall (unless otherwise ordered) without any application or order, be continued as if the amalgamated Company were named in the title thereof in lieu of the dissolved Company, and there may be added in all further proceedings in such action, matter or proceeding to the title thereof a statement that the action, matter or proceeding is being continued or proceeded with by or against or in the matter of the amalgamated Company pursuant to the Railways Act, 1921, and the amalgamation scheme and this Rule.

"In this Rule—

"'Amalgamation scheme' includes an absorption scheme and a preliminary scheme under the Railways Act, 1921.

"'Amalgamated Company' includes a company which by an absorption scheme or a preliminary scheme has had transferred to and vested in it the undertaking of any Railway or Light Railway Company dissolved by such scheme.

"'Amalgamation' includes absorption."

ORDER XXII.

2. The two paragraphs in Rule 17 of Order XXII which relate to the stocks of railways in Great Britain or Ireland are hereby annulled and the following paragraphs shall stand in lieu thereof :—

"Debenture, preference, guaranteed or rentcharge stocks of railway companies in Great Britain or Northern Ireland having during each of the ten years next before the date of investment paid a dividend on ordinary stock or shares.

"Debenture, preference, guaranteed or rentcharge stocks of railway companies in Great Britain or Northern Ireland guaranteed by railway companies which own railways in Great Britain or Northern Ireland and have for ten years next before the date of investment paid a dividend on ordinary stock or shares."

3. Rule 17 of Order XXII as amended by the last preceding Rule shall stand as sub-rule (1) of Rule 17 aforesaid, and the following sub-rules shall be added at the end thereof :—

"(2) For the purposes of this Rule a railway company which is constituted by an amalgamation scheme or a preliminary amalgamation scheme under the Railways Act, 1921, shall be treated as if it were a railway in Great Britain which had for ten years immediately before the date of its constitution paid a dividend on its ordinary stock.

"(3) The Great Northern Railway Company of Ireland shall, but any other railway company in Ireland whose system is situate partly in Northern Ireland and partly in the Irish Free State shall not, be deemed to be a railway company in Northern Ireland for the purposes of this Rule.

"(4) Cash under the control of or subject to the order of the Court which on the 2nd day of April, 1923, stands invested in stock of a railway company, which stock has on that day ceased to be an authorised security, need not be realised or re-invested merely because of such cesser."

ORDER XXXVI.

4. In Rule 11 of Order XXXVI the words "Rule 1" shall be omitted.

5. In Rule 39 of Order XXXVI after the words "obtain such judgment" the following words shall be added :—

"Any appeal from any judgment so directed shall be to the Court of Appeal."

ORDER XL.

6. Rules 3, 4, 5, 6 and 6A of Order XL are hereby annulled.

ORDER XLI.

7. The following Rule shall be inserted in Order XLI after Rule 3, viz. :—

"3A. When any judgment is directed to be entered by an order made on the hearing of an application for judgment under Order XIV, the judgment shall, unless the Court or Judge shall otherwise order, be dated as of the day on which the order is made and the judgment shall take effect from that date: Provided that the order may direct that the judgment shall not be entered until a given date, in which case the judgment shall take effect from that date."

8. In Rule 4 of Order XLI the words "preceding rule" shall be omitted and the words "last two preceding rules" shall be substituted therefor.

ORDER LII.

9. In Rule 2 of Order LII the words "to answer matters in an affidavit or (*d*) to strike off the rolls, or (*e*)" shall be omitted.

10. In Rule 4 of Order LII the words "or to strike off the rolls," shall be omitted.

11. In Rule 5 of Order LII the following words shall be omitted :—

"provided that in applications to answer the matters in an affidavit or to strike off the rolls, the notice of motion shall be served on the parties not less than ten clear days before the time fixed by the notice for making the motion."

12. Rule 24 of Order LII is hereby annulled.

ORDER LIV.

13. In Rule 4F of Order LIV after the words "Leave to withdraw caveat after warning" the following words shall be added :—

"(11) Under sections 17 or 19 of the County Courts Act, 1919 [9 & 10 Geo. 5, c. 73], or under Rules 12C or 12D of this Order."

14. In Rule 21 of Order LIV after the words "and the day of hearing," the following words shall be added :—

"An appeal from the decision of a Master shall be no stay of proceedings unless so ordered by a Judge or Master."

ORDER LVIII.

15. In Rule 20 of Order LVIII after the words "Workmen's Compensation Act" the figures "1897" shall be omitted and the figures "1906" shall be substituted therefor, and after the words Agricultural Holdings Act the figures "1900" shall be omitted and the figures "1908" shall be substituted therefor.

ORDER LIX.

16. In Rule 4A of Order LIX the words "Appeals from orders made under section 77 of the Summary Jurisdiction (Married Women) Act, 1895" [58 & 59 Vict. c. 39] shall be omitted and the following words shall be substituted therefor :—

"Appeals under section 11 of the Summary Jurisdiction (Married Women) Act, 1895, from an order made or a refusal of an order under that Act."

ORDER LXIV.

17. The following paragraph shall be added at the end of Rule 4 of Order LXIV :—

"Notwithstanding this Rule a statement of claim specially indorsed on a Writ of Summons may, without any leave, be amended once during the Long Vacation pursuant to Rule 2 of Order XXVIII."

ORDER LXV.

18. In sub-rule (24) of Rule 27 of Order LXV the words "Subject to the provisions of Rule 7 of Order LXIV" shall be inserted at the commencement of the sub-rule before the words "The costs of applications to extend the time."

19. These Rules may be cited as the Rules of the Supreme Court (No. 2), 1923; and the Rules of the Supreme Court, 1883, shall have effect as amended by these Rules.

20. The Provisional Rules of the Supreme Court (Railway Companies), 1923, which came into operation on the 2nd day of April, 1923, shall continue in force till the 1st day of August, 1923, on which day the said Rules shall be superseded and replaced by Rules 1, 2 and 3 of these Rules.

21. Rules 4 to 18 (inclusive) of these Rules shall come into operation on the 1st day of August, 1923.

Dated the 11th day of June, 1923.

Cave, C.	*A. Adair Roche*, J.
Hewart, C.J.	*P. Ogden Lawrence*, J.
Sterndale, M.R.	*E. W. Hansell.*
Henry E. Duke, P.	*C. H. Morton.*
Charles H. Sargant, J.	*Roger Gregory.*

New Orders.

County Court Changes.

The following alterations in the Circuits of County Court Judges will have effect from the 1st July viz.:—

The abolition of Circuit 11.

The transfer of Judge Turner to Circuit 18.

The appointment of Judge Hargreaves to be Judge of the County Courts of Redhill, Dorking and Uxbridge (Circuit 46) and to be additional Judge at Bloomsbury, Bow, Clerkenwell, Marylebone and Westminster.

The transfer of the following County Courts from one Circuit to another, viz.:—

Colne and Nelson from Circuit 11 to Circuit 6.

Burnley, Bradford, Keighley, Settle, Skipton — from Circuit 11 to Circuit 12.

Otley from Circuit 11 to Circuit 15.

Dewsbury from Circuit 12 to Circuit 14.

Todmorden from Circuit 11 to Circuit 7.

Lord Chancellor's Office,
House of Lords, S.W.1.

Societies.

The Law Society.

ANNUAL GENERAL MEETING.

The annual general meeting of The Law Society was held at the Society's Hall, Chancery Lane, on Friday, the 6th inst., the President, Sir Arthur Copson Peake (Leeds), taking the chair. Among those present were Mr. Robert William Dibdin (Vice-President), Mr. Charles Edward Barry (Bristol), Mr. George Herbert Charlesworth (Manchester), Mr. Alfred Henry Coley (Birmingham), Mr. Cecil Allen Coward, Sir Homewood Crawford, Mr. Weeden Dawes, Mr. Richard Farmer (Chester), Mr. Walter Henry Foster, Mr. Herbert Gibson, Sir John Roger Burrow Gregory, Mr. Leonard William North Hickley, Mr. Randle Fynes Wilson Holme, B.A., Mr. Arthur Murray Ingledew (Cardiff), Mr. Charles Mackintosh, LL.D., The Right Hon. Sir Donald Maclean, K.B.E., Mr. Philip Hubert Martineau, B.A., Mr. Charles Gibbons May, Lieut.-Col. Samuel Tomkins Maynard, T.D. (Brighton), Sir Charles Henry Morton (Liverpool), Mr. Robert Chancellor Nesbitt, M.P., Mr. William Henry Norton (Manchester), Mr. Kendrick Eyton Peck (Devonport), Mr. Richard Alfred Pinsent (Birmingham), Mr. Reginald Ward Edward Lane Poole, B.A., Mr. Harry Goring Pritchard, Mr. George William Rowe, Mr. Samuel Saw, Mr. Herbert Harger Scott, LL.B. (Gloucester), Mr. Charles Scriven, LL.B., O.B.E. (Leeds), Mr. Francis Edward James Smith, M.A., Sir Walter Trower, and Mr. Robert Mills Welsford, M.A., LL.B. (Members of the Council), Mr. E. R. Cook (Secretary), and Mr. H. E. Jones (Assistant Secretary).

PRESIDENT AND VICE-PRESIDENT.

The PRESIDENT declared Mr. Robert William Dibdin (Red Lion Square), elected President, and Mr. William Henry Norton (Manchester) Vice-President for the ensuing year.

Mr. DIBDIN returned thanks. He said that it seemed to him that no greater honour could be afforded to a solicitor than to be elected president of their great Society, the Law Society. But, while it was a great honour, of course it was a great responsibility. He was very conscious of this, and could only say that he should endeavour to the very best of his ability to follow the bright examples set him by his predecessors, and to do what was to be done in the office to the satisfaction of the members and the interest of the profession, and the country at large.

Mr. NORTON also returned thanks, observing that he entirely endorsed what the President-Elect had said. Knowing the high traditions of the very important office he was called upon to fill, he would promise that he would do his best.

VACANCIES ON COUNCIL.

There were fifteen vacancies on the Council, caused by the retirement of ten members in rotation under the bye-laws, and the death of Sir Albert Kaye Rollit, Mr. John Wreford Budd, Mr. Samuel Garrett, Mr. John James Dunville Botterell, and Mr. Charles Leopold Samson, all of London. Sixteen candidates had been nominated to fill the vacancies.

The PRESIDENT said that Mr. William Egerton Mortimer, one of the candidates, had withdrawn his nomination, and, as the number of candidates did not exceed the number of vacancies, he declared the following elected:—Mr. Ernest Edward Bird, Mr. Thomas Hume Bischoff, Mr. Frederick Henry Ewart Branson, *Mr. Lewin Bampfield Carslake, *Mr. Herbert Gibson, Mr. Dennis Henry Herbert, M.P., *Mr. Leonard William North Hickley, *Mr. Philip Hubert Martineau, *Mr. Charles Gibbons May, *Mr. Robert Chancellor Nesbitt, M.P., *Sir Arthur Copson Peake, LL.D. (Leeds), *Mr. Kenrick Eyton Peck (Devonport), *Mr. Reginald Ward Edward Lane Poole, Mr. George Stanley Pott, and *Sir Richard Stephens Taylor.

The Candidates marked thus are retiring Members of the Council.

AUDITORS.

The PRESIDENT declared the following elected as Auditors of the Society's accounts:—Mr. John Stephens Chappelow, F.C.A., Mr. Richard Redfern Lechmere James, and Mr. Charles Frederick Maitland Maxwell.

SOCIETY'S ACCOUNTS.

The PRESIDENT moved the adoption of the accounts as printed in the annual report. He said he would ask the Society's Chancellor of the Exchequer to second the motion.

Mr. L. W. NORTH HICKLEY (Chairman of the Finance Committee), in seconding the adoption of the accounts, said he thought the meeting would agree with him that they were entirely satisfactory. Taking the Society's account first, he was glad to say that the income showed an improvement over the previous year of some £1,300. That was notwithstanding the considerable reduction that had been made in rent and other charges against the articled clerks' fund. Nearly every item in the income account showed an increase. Fees on admission showed that there had been a substantial addition, the number being over a hundred in excess of last year; and a very gratifying increase in the number of members of the Society brought in another £300. On the other side of the account more had been spent on most of the items, the rates and taxes were down a little and he had been able to reduce the item "printing, stationery, etc." by £500. It would also be noted that £625 was provided as a first instalment towards the new edition of the Society's publications, which he estimated would involve a sum of £2,500. The work was very much in arrear owing to the war. He estimated that something like £2,500 more would be required to issue the books the Society issued before the war. He hoped that two volumes would be ready for issue in the autumn and the Society's handbook would, he hoped, follow next year. Notwithstanding the provision of this sum and the considerable cost of building and repairs, it was, he thought, very satisfactory that they were able to show a balance on the right side of some £2,500.

UNQUALIFIED PERSONS.

It might be interesting to the meeting to know with regard to the charge, "Law and parliamentary expenses, including costs allowed by Committee under Solicitors Act, 1888, and proceedings with reference to important measures in Parliament, £1,551 8s.2d.," though its figure was £200 more than in the previous year, that during the year there were fifty successful prosecutions of unqualified persons, at a total cost of £577. He thought that showed good work, which had been very willingly undertaken at a reasonable cost. It might be also interesting to know that the costs in the discipline cases had amounted to £379 only, of which £200 had been recovered from the defendants.

ARTICLED CLERKS' ACCOUNT.

As regarded the articled clerks' fund, the income from that source had considerably increased, and, as the other side showed a saving in nearly every item due to the deductions made in the shape of rent, wages, salaries and upkeep, a surplus of £1,387 was shown, and this enabled the balance against the account to be

reduced in the balance sheet. He hoped in the current year to get rid of this deficit altogether. He anticipated that in the current year's accounts this articled clerks' account would take a somewhat different form to that shown in the present statement, having regard to the general readjustment of the legal education accounts consequent on the large increase of the funds provided for this purpose by the Solicitors Act, 1922.

LEGAL EDUCATION.

The report, it would be observed, contained for the first time a legal education fund account, which for the year 1922 merely showed the sum received under the statute. Considerable sums had been and were being paid as approved schools were being formed all over the country, and, as the person who was perhaps chiefly responsible for the proper expenditure of the funds, he was satisfied that the Legal Education Committee, whose duties had been very far from light, had made a most excellent beginning and, whilst avoiding extravagance, had, wherever real effort to carry out the requirements of the Act had been made, recommended liberal grants. The last account to which he need refer was the balance sheet, which contained no new feature except the reduction of deficit of the articled clerks' fund. He believed the meeting would agree that the balance sheet was entirely satisfactory. Since the close of the financial year, he had found himself able to recommend, as he anticipated at the meeting last year, that the loan on security of the Society's premises should be reduced by £5,000, and that sum was repaid in February last, and he hoped the item would disappear altogether during the current year. In moving formally the adoption of the accounts, he should like to say how much he owed to their indefatigable secretary, Mr. Cook, and to Mr. Chappelow, the professional auditor, Mr. Maude and Mr. James, the legal auditors, and Mr. Ryall and the staff generally, without whom his efforts would be futile.

Mr. E. A. BELL (London) called attention to an item in the income and expenditure account, "Registrar's Certificates—14,988 at 5s. £3,747." He took it that the 5s. represented the certificates paid in 1921, because in 1922 the amount was increased and that would show a very considerable increase in the funds of the Society.

Mr. HICKLEY said that the legal education account showed that the amount receivable under the new Solicitors Act had been carried to that fund.

Mr. BELL expressed the hope that the mortgage could now be expunged altogether.

Mr. HICKLEY said that the mortgage had nothing whatever to do with it.

Mr. BELL said that if the mortgage were paid off it would considerably improve the financial position of the Society.

Mr. HICKLEY said that, looking at the matter as a financier, that arrangement would seem entirely satisfactory, but, regarding the matter as a lawyer, one would see that the accounts must be kept separately.

The motion was adopted.

The PRESIDENT proposed on behalf of the Council a very hearty vote of thanks to Mr. North Hickley for the very excellent way in which he had treated the accounts of the Society.

The motion was carried with acclamation.

ANNUAL REPORT. LOSSES ON COUNCIL.

The PRESIDENT moved the adoption of the annual report. He said that in doing so he must sound rather a sad note. Since the last annual meeting the Society had lost from the Council five very revered members, Sir Albert Rollitt, Mr. J. Wreford Budd, Mr. J. J. D. Botterell, Mr. Samuel Garrett and Mr. C. L. Samson. They were all past Presidents, and they all did yeoman service on behalf of the Society and the profession at large. While the Council deplored their having passed away, they sincerely thanked them for their good and excellent work.

MEMBERSHIP OF THE SOCIETY.

With regard to the membership of the Society, he was very pleased to state that that was now practically 9,500. It was the highest number on record. Previous to the war there were on the roll 16,739 solicitors. Last year there were only 14,889, and yet the membership of the Society had still gone increasing. That showed, he thought, that membership of the Society was favourably looked upon. He would like again to throw out the suggestion that it would be a very great thing for the profession if every enrolled solicitor was a member of the Society.

Mr. R. W. DIBDIN (Vice-President) seconded the motion.

Mr. BELL said that the report contained one or two items on which the Society might congratulate itself, but that there were certain matters in it which might conceivably be considered worthy of thought. A congratulatory item was to be found in the increase of the membership. The report stated that the Society had now 9,416 members, of whom 4,001 practised in town and 5,415 in the country; that the number of members who had joined the Society during the past year was 314, as compared with 585 in the previous year; and that, after allowing for deaths, resignations and exclusions, the number of members showed an increase for the year of fifty-six. That was gratifying, and one remembered that the Society was in its ninety-eighth year and rapidly approaching its centenary, when he hoped that, amongst other things, it would have a domestic chaplain. That led to another point. He was glad to see that amongst the associate members there was a very excellent clergyman. He welcomed the fact that there were associate members. They had not only a very excellent clergyman among those members, but he was told that a certain section of a County Council had been nominated as associate members. He was sure the meeting appreciated that fact, and he hoped that one of these days they would be individually acquainted.

BILLS OF COSTS.

The report also stated that the Master of the Rolls had informed the Council that a Bill to legalise lump sum charges was in the hands of the Government's draftsman. As far as solicitors' remuneration was concerned, the quantum should matter but little to the profession, but the principle was the main consideration. He was glad that the Council were persevering in their action with regard to the subject, a pursuance of the endeavour to provide for the abolition of the old abhorrent system of making out a solicitor's costs by means of a long bill of items. No other profession had to undergo that more or less undignified procedure. He hoped it would be appreciated that the system of sending in a lump sum bill would be as much for the public benefit as for the benefit of the profession. No one wanted to read through long bills of costs. A lump sum bill would be sent in, and if any one disapproved of it, it could be taxed by a taxing master. He granted that some people would say that there was already in existence a very excellent system of taxing, with a number of most expert assistants, in the work in which the estimable taxing masters were concerned. Lump sum taxation was done every day. He had only to point to one example—a lump sum was allowed for instructions for brief and no one ever heard that a member of the profession was dissatisfied with the principle; and he believed the profession were in favour of the application of the system to the entire bill. When the lump sum bill was sent in there could be a specific notification on the memorandum which provided for

the lump sum that the client had to pay, to the effect that if he were dissatisfied at any time before payment—never mind the statutory year—he could come to the taxing master, or the County Court Registrar, or any other officer who could tax it and demand taxation. He was sure the profession would be satisfied and that the client would be so as well.

Criminal Justice Bill.

The report also contained the following paragraph with regard to the Criminal Justice Bill:—"This Bill has received careful consideration by the Council, and they have been in communication with, and have received suggestions with regard to it from, many of the Provincial Law Societies. In the main the Council approve the Bill, and have so informed the Lord Chancellor. On various matters of detail, however, the Council have made suggestions and prepared amendments. These suggestions and amendments have been forwarded to the Attorney-General with a request that either he himself will move them or will secure Government support to any which may be moved on behalf of the Society. One particular point to which reference might here be made arises upon clause 11 of the Bill, which gives certain powers to representatives of Corporations, although holding no legal qualification, to appear for such Corporations in criminal matters. The Council have urged that this power of representation should be strictly limited so as to prohibit the appearance of any unqualified person as an advocate for the Corporation." He suggested that in dealing with the matter the Council should take into consideration the fact that some proportion of criminal procedure was inveterately archaic. There were may offences which could very properly be dealt with and settled under the Summary Jurisdiction Act, and he hoped the Council would see the reasonableness of making the suggestion that the area of the Act should be widened so that small misdemeanours or small felonies, such as bigamy, and all except the gravest offences, should be included. He did not see why the jurisdiction of the police courts should not be extended to such cases under the Summary Jurisdiction Act, so that they might be dealt with, if the delinquent chose to submit to the jurisdiction of the court. The expense of having to bring an enormous number of witnesses to the trial, of getting them before the court and of bringing together a jury would be dispensed with, and the public would wonder why the reform had not been brought about before.

Income Tax Forms Committee.

The report also contained the following paragraph:—"The Government have appointed a Departmental Committee to consider the possibility of simplifying the forms which are issued to the public to enable them to make returns for the purpose of the Income Tax Act. The Committee have enquired of the Council whether they desire to lay any proposals before them. The Council have replied that while they are not prepared to submit forms for the consideration of the Committee, they will be glad if the Committee will submit any proposed new forms in order that the Council may take them into consideration and offer their observations upon them." The Department Committee were invited to suggest a form for the simplification of income tax returns. Why didn't they suggest a form? He would simply return the amount of earned and unearned increment without detail and deduct the statutory allowances. If the Inland Revenue officials objected to any such form that might be suggested they could challenge it. There should not be the intricacy of income tax forms.

Consolidation of Judicature Acts.

With regard to the consolidation of the Judicature Acts the report stated as follows:—"In the last Annual Report reference was made to the desirability of consolidating the Common Law Procedure Acts and the Judicature Acts. It was stated that the Lord Chancellor had been urged by the Council to arrange for a Consolidation Bill to be drafted, and that it was believed that the subject was receiving His Lordship's attention. The Council are glad now to observe that the necessary Bill has been introduced." No doubt many suggestions had been made by the Council with a view to simplifying the procedure under the Judicature Acts, and he hoped that one of the suggestions was with regard to cases where actions were instituted in the High Court and were remitted to the County Courts. There had been a considerable amount of dissatisfaction as to this. It was suggested—and he was fortified by the opinion of masters of the Supreme Court who for long past had urged that actions instituted in the High Court should not be remitted to the various outlying County Courts, but to a Central County Court of London—such actions should be administered in a Central County Court—or it might bear some other name, and so be tried within the precincts of the High Court. Under present circumstances the unfortunate litigants in the Metropolitan area had to be relegated to courts at various distant parts of the metropolis. And when the litigant arrived at his particular court he was treated more or less as an interloper. He was put at the bottom of the list, or in the middle, or anywhere else that might not be convenient. Whereas, if the County Court procedure were initiated in the High Court actions could be dealt with in the High Court in a Central County Court, the system would be of the greatest benefit to the profession and also, in a primary sense, to the public. Instead of being compelled to go to outlying County Courts there could be a Central County Court judge, or a master, sitting at the Central Court, with power to deal with the case. Every King's Bench master was perfectly competent to deal with such cases. So these cases could be dealt with in the High Court with a great deal less trouble and at much less expense. The Central County Court should sit *de die in diem* and there would be a tribunal in which forty per cent. of the cases would be tried. He was told that forty per cent. of litigation that went through the High Court would come within the jurisdiction of the County Court and had ultimately to be constituted into remitted actions. He urged it upon the Council that they should take the matter into their serious and sympathetic consideration. He believed that the reform he had mentioned would receive the support of members of the High Court who were competent to deal with it, as being a good reform.

The President said that the Council did not at all object to full criticism of the report. With regard to the subject of the remuneration of solicitors, the Council were endeavouring to get the sending in of a lump sum bill authorised, and they believed that the reform would come before long.

Mr. Bell hoped it would come rapidly.

The President hoped, too, that it would be rapidly. As to the Criminal Justice Bill, the Council were doing their best. Mr. Bell had given his suggestions, but they were not the first the Council had received; and the Council had already put forward these ideas with regard to the Bill. As to the question of income tax returns, the Council had sent in forms and asked the committee to make them more modest. With respect to the Consolidation of the Judicature Act, the Council were taking the matter into consideration, and they would be glad to consider anything that was reasonable that was suggested by the members.

The motion was carried unanimously.

Congratulations to President.

Mr. F. B. Osborne (President of the Manchester Law Society) said he should like to propose, as coming from the body of the meeting and not from the Council, that the hearty congratulations of the Society be tendered to the President for the honour the King had bestowed upon him in the recent bestowal of a knighthood. The President had worthily carried on the great traditions of the great office and he had been an ideal head of their great profession.

Mr. W. H. T. Brown (Liverpool, Hon. Secretary of the Association of Provincial Law Societies) seconded the motion, observing that the members of the Society were all delighted at the honour which had been conferred on one of their distinguished provincial solicitors. They all knew the geniality and the earnest energy of the President. The Leeds University had not long since conferred upon him the honorary degree of doctor of laws, because of his energy in connection with education in that city. It was a well-deserved honour and they were all gratified when they saw the honour of knighthood granted to one of their own members. He then put the resolution, which was carried with acclamation.

The President, in acknowledging the compliment, said he thanked them heartily and most sincerely for this very kind vote of congratulation. He had been honoured as the President of the Society, and he hoped the profession had been honoured more even than the President. At the same time, he did appreciate the kindness of his brother solicitors more than anything else in the world.

Law Association.

The usual monthly meeting of the Directors was held at The Law Society's Hall, on Friday, the 6th inst., Mr. Percy E. Marshall in the chair. The other Directors present were Mr. E. B. V. Christian, Mr. H. B. Curwen, Mr. T. W. Emery, Mr. A. E. Pridham, and the Secretary (Mr. E. E. Barron). A sum of £113 10s. was voted in relief of deserving applicants, and other general business transacted.

Simmons *v.* Saturday Review, Ltd.

In this action says *The Times* before McCardie, J., on 24th June a settlement was announced. The action was brought by Sir Percy Coleman Simmons against the proprietors and publishers of the *Saturday Review*.

Mr. Hastings, K.C., and Sir Hugh Fraser appeared for the plaintiff; and Mr. H. J. Thorpe for the defendants.

Mr. Hastings, in announcing the settlement, said that Sir Percy Simmons was a solicitor. For a considerable time last year he was chairman of the London County Council, and this year he was chairman of the Theatres and Music Halls Committee of the Council. In the early part of this year there was a discussion whether a large cinema theatre should be erected in the neighbourhood of Edwardes Square, Kensington. The matter came before the committee of which the plaintiff was chairman. The defendant newspaper published an article on 24th February dealing with the matter, which was described as "The Battle of Edwardes Square."

Among the words complained of were these:—

> This is pretty scandalous. Quite apart from the practical question as to whether such a place of entertainment is desired, or whether the neighbourhood is a suitable one for it, is the impropriety of allowing the privacy and the liberties of citizens to be invaded simply because some tradesman wishes to engage in money-making, and has the means to persuade the members of an inefficient or unduly influenced committee to fall in with his views.

It was obvious that anyone who read that paragraph must assume that there was an allegation of corruption or some pecuniary advantage or inducement offered to the committee of which the plaintiff was the chairman. The article continued, "It is essentially a matter for full and public investigation. The proposal as it stands is quite intolerable, and the methods of Sir Percy Simmons and his committee should be very closely inquired into." The defendants set up the plea of fair comment. A summons for particulars was taken out by the plaintiff and the defendants realized that there was no defence to the action. It was fair to them to say that they were misled by information which they had received into writing the article. He did not in the least desire to suggest that they were acting maliciously. They immediately realized that there was not a word of truth in the allegations made either against the plaintiff or any member of the committee, and they apologised for what had been written and expressed their regret. The plaintiff considered that this was not a case in which he could say that he was content with an expression of regret. He had insisted that to mark his sense of the injustice which had been done, the defendant company should pay substantial sums to two charities in which he was interested, the Widows and Orphans Fund of the London Fire Brigade and the Orthopædic Hospital. The defendants had done that.

Mr. Thorpe, on behalf of the defendants, said that they wished to make a full withdrawal of the statements made and a complete apology to the plaintiff, and they also expressed their willingness to accept the terms which the plaintiff had asked for to mark the importance to him of the matter.

Mr. Justice McCardie said that he was glad that the matter had been promptly and satisfactorily adjusted. The character of the plaintiff, who was a distinguished public man, had been fully cleared, and the defendants, who owned a distinguished public journal, had behaved with the propriety and dignity which he would have expected from them.

The record in the action was withdrawn on the terms agreed.

Solicitors: Messrs. Simmons & Simmons; Messrs. Beaumont and Son.

London Court of Arbitration.

The Lord Mayor, on the 5th inst., says *The Times*, proposed the toast of "Continued prosperity to the London Court of Arbitration" at a luncheon given by him at the Mansion House to the members of the Court.

The Court, he said, succeeded in 1905 a previous body which was created by the Corporation, principally through the efforts of the late Mr. Henry Clarke, in 1892. Their purpose was to give effect to the desire for the settlement of disputes and differences by arbitration. The Court was composed of equal numbers of representatives of the Corporation and the London Chamber of Commerce, and was performing most useful work in supplementing, but not superseding, the machinery of the Law Courts and the arbitration procedure in the grain, coal, metal, timber, and produce markets under special clauses in contracts. It possessed carefully compiled lists of arbitrators, who were expert in their respective trades, and an arbitration under its auspices assured to the parties the judgment of thoroughly competent and influential men.

Business men had largely availed themselves of the facilities offered, and in many cases, by clauses in contracts or agreements and otherwise, had arranged for such questions in difference as might be properly determined by arbitration to be expressly referred to the Court. Questions dealt with included the interpretation of contracts and agreements, claims in respect of non-delivery or short delivery of goods, questions of quality, and partnership disputes.

The work of the Court, the Lord Mayor added, was not confined to persons in the United Kingdom, as its arbitration had been accepted by parties in India, the United States, China, France, Switzerland, Greece, Italy, and Turkey, and there was evidence that the number of contracts containing the arbitration clause recommended by the Court was steadily increasing.

The Court aimed at providing a general tribunal which could determine, promptly, cheaply, and efficiently, any of the multifarious questions which arose in the ordinary course of business and for which no regular arbitration machinery existed; and at the same time it furnished when desired a means of supplementing, on an independent and neutral basis, any provision which might have been made for arbitration in organised trades.

The Court had taken an active part in endeavouring to obtain the recognition in other countries of awards made in Great Britain, and had appointed a representative to serve on a special committee of the International Chamber of Commerce in dealing with the matter from the international point of view.

Mr. H. L. Symonds, the new chairman of the Court, replied to the toast and presented to the late chairman, Sir Vansittart Bowater, an illuminated copy of a vote of thanks passed to him by the Court, together with a gold cigar-case.

The company present included:—The Lady Mayoress, Miss Vera Moore, Lord Kylsant, Sir James Martin, Mr. Oscar Berry, Mr. Sheriff Studd, Mr. Sheriff Killik, Mr. John Chapman, Mr. R. L. Barclay, Mr. Deputy Redding, Mr. J. R. Pakeman, Mr. A. J. Hollington, Sir William Purchase, Lieutenant-Colonel O'Meara, Mr. John Elkan, and Mr. C. E. Musgrave.

Channel Pilots' Fees.

Judge Parry on Trinity House Rules.

Judge Parry at Lambeth County Court on 5th July, gave a considered judgment in an application for the discharge from bankruptcy of Malcolm John Coyn, a Channel pilot, of Gravesend.

The debtor alleged that he could have paid his debts in full but for the fact that Trinity House claimed that he owed his brother pilots £643, a portion of his earnings, which Trinity House said he must pay to them for distribution.

His Honour said that in January, 1922, a ruler of pilots at Gravesend informed the debtor, on behalf of Trinity House, that he was only entitled to take out eighty-eight boats in 1921, whereas he had taken out 171, and the Pilotage Committee claimed, under Bye-law 22, that he must pay 75 per cent. of the dues he had received over eighty-eight vessels, which amounted to £643. Trinity House pressed for payment, and suspended his licence. The debtor then signed an agreement that he would pay 50 per cent. of his earnings to Trinity House for the current year and 87½ per cent. in lieu of 75 per cent. of his earnings under Bye-law 22.

Under Bye-law 22, said the Judge, no "choice" pilot, who got £50 for each trip and got all the plums—in some cases earning over £2,000 a year—had ever to pool any money because it was not necessary for them to pilot more than the number laid down by Trinity House. The big men continued to make big money, and then came in to share the fees of the little man. It seemed to him an eccentric form of misdirected Socialism.

In granting the discharge of the bankrupt Judge Parry expressed the opinion that Bye-law 22 was *ultra vires*; that the agreement under which the money was obtained by Trinity House was signed under duress, and that it was unjust and inequitable that the bankrupt's earnings should be taken from him, and that Trinity House should return to him the earnings they had deprived him of so that he could pay his creditors 20s. in the pound.

Sir Norman Hill.

The announcement made at Liverpool on the 4th inst., says *The Times*, 6th inst., that Sir Norman Hill is retiring from the position of manager and secretary of the Liverpool and London War Risks Association, has been followed by the intimation that he hastened his resignation from other important positions, including those of secretary and treasurer of the Liverpool Steamship Owners' Association and manager and secretary of the Liverpool and London Steamship Protection Association Limited. The announcement was also made that he had been appointed adviser to the War Risks Association of which he has long been manager, and all connected with the other bodies with whose activities he has long had so much to do will hope that he will also agree to act in an advisory capacity for them. Reasons of health have prompted his retirement from management of the War Risks Association, and although his partial withdrawal will represent a real loss to British shipping, none associated with the shipping industry could wish him to continue to work as unsparingly as he has long been doing at the sacrifice of health. Primarily, as his official positions indicate, he has been connected with shipping in Liverpool, but his influence has extended far beyond the Mersey.

Sir Norman Hill has worked directly for, and has been frequently consulted by, British Governments, and his appointment to Advisory Committees and other important bodies has made it necessary for him to travel constantly between Liverpool and London. At each port, indeed, he has been equally well known and respected. During the war his services were directed unobtrusively, without stint, to the interests of the whole country, and he was one of the outstanding influences which helped materially to baffle the German attempt, by submarine warfare, to starve this country into submission. The annual reports of the Liverpool Steam Ship Owners' Association have borne the imprint of his patient handling of facts and the logic of his reasoning. He has been one of the strongest and ablest champions of the shipping industry within living memory, and he has won the affectionate regard of innumerable persons, whose business is bound up with shipping and has brought them into contact with him. As chairman of the Committee of Management of the Seamen's National Insurance Society he has laboured as strenuously for those who are employed in ships and for their dependents as he has served the great shipping ownerships of the country.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 26th July.

	Middle Price. 11th July.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	57⅓	4 7 0
War Loan 5% 1929-47	100⅛	5 0 0
War Loan 4½% 1925-45	96¾	4 13 0
War Loan 4% (Tax free) 1929-42	100	4 0 0
War Loan 3½% 1st March 1928	95⅛	3 13 0
Funding 4% Loan 1960-90	89	4 10 0
Victory 4% Bonds (available at par for Estate Duty)	89¾	4 9 0
Conversion 3½% Loan 1961 or after	77¾	4 10 0
Local Loans 3% 1912 or after	65¾	4 11 0
India 5½% 15th January 1932	100xd.	5 10 0
India 4½% 1950-55	88	5 2 0
India 3½%	67¾	5 3 6
India 3%	57¼	5 5 0
Colonial Securities.		
British E. Africa 6% 1946-56	112⅛	5 7 0
Jamaica 4½% 1941-71	97¼	4 12 6
New South Wales 5% 1932-42	101⅛	4 18 6
New South Wales 4½% 1935-45	93⅛	4 16 0
Queensland 4½% 1920-25	97¼	4 12 6
S. Australia 3½% 1926-36	86	4 1 6
Victoria 5% 1932-42	101	4 19 0
New Zealand 4% 1929	93	4 6 0
Canada 3% 1938	79½	3 15 0
Cape of Good Hope 3½% 1929-49	80	4 7 6
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	56¾	4 8 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64½	4 13 0
Birmingham 3% on or after 1947 at option of Corpn.	66½	4 10 0
Bristol 3½% 1925-65	78xd.	4 9 0
Cardiff 3½% 1935	87	4 6 0
Glasgow 2½% 1925-40	74	3 8 0
Liverpool 3½% on or after 1942 at option of Corpn.	78	4 10 0
Manchester 3% on or after 1941	64¾xd.	4 13 0
Newcastle 3½% irredeemable	75	4 13 0
Nottingham 3% irredeemable	66	4 11 0
Plymouth 3% 1920-60	69	4 7 0
Middlesex C.C. 3½% 1927-47	79½xd.	4 8 0
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	87	4 12 0
Gt. Western Rly. 5% Rent Charges	107	4 13 6
Gt. Western Rly. 5% Preference	102	4 18 0
L. North Eastern Rly. 4% Debenture	83½xd.	4 16 0
L. North Eastern Rly. 4% Guaranteed	83	4 16 0
L. North Eastern Rly. 4% 1st Preference	80½	4 19 6
L. Mid. & Scot. Rly. 4% Debenture	85xd.	4 14 0
L. Mid. & Scot. Rly. 4% Guaranteed	82xd.	4 17 6
L. Mid. & Scot. Rly. 4% Preference	79½	5 1 0
Southern Railway 4% Debenture	83	4 16 0
Southern Railway 5% Guaranteed	104	4 16 0
Southern Railway 5% Preference	100	5 0 0

Mr. Samuel Garrett, J.P., of Gower House, Aldeburgh, Suffolk, solicitor, late of Messrs. Parker, Garrett and Co., of St. Michael's Rectory, Cornhill, E.C., a former President of the Law Society, and an honorary member of Lloyd's, Mayor of Aldeburgh, who died on 22nd April last, aged 73, left estate of the gross value of £64,472, with net personalty £62,195. He left £100 each to his former clerk, Henry Charles Newton, and Frederick Spooner clerk to his firm; £50 each to his gardener, William Goodchild, his cook, Amelia Horne, and his housemaid, Florence Chandler; and (subject to a life interest) £500 to the Solicitor's Benevolent Association.

Legal News.

Dissolutions.

LOUIS JOHN LATEY and EDWARD LEWIS MERRETT, Solicitors, 5 and 6, Clement's Inn, Strand, London ("Latey & Merrett") 30th day of June, 1923. The said practice will be carried on by the said Louis John Latey under the style or firm of Latey & Merrett, at 5 and 6, Clement's Inn aforesaid.

ARTHUR DEVEREUX DEAN and EDWIN GEORGE CHAPMAN WRIGHT, Solicitors, 28, Exchange-street East, Liverpool ("Dean, Son & Wright"), 30th day of June, 1923.

ARTHUR CONNOR POMERY and ERNEST WOOLLASTON GILL, Solicitors, Bodmin and Camelford, Cornwall ("Pomery and Gill"), 13th day of June, 1923. [*Gazette*, 3rd July.

HENRY CUMBERLAND BROWN and GEORGE ERNEST WEBB, Solicitors, Bank-chambers, Luton ("Cumberland Brown and Webb"), 30th day of June 1923.

WILLIAM FRANCIS MARCHANT, HERBERT ARCHER HAYES NEWINGTON, CORNELIUS TIPPER and WILLIAM DOMMETT, Solicitors, 27, College-street, E.C.4, and Bank Building, Broadway, Deptford, S.E.8 ("Marchant, Newington & Tipper and Dommetts"), 1st day of January 1923. The said William Francis Marchant, Herbert Archer Hayes Newington and William Dommett will continue to carry on the said business at 27, College-street aforesaid, under the style or firm of "Marchant, Newington & Dommett." The said Cornelius Tipper will continue to carry on the business at Bank Building aforesaid, under the style or firm of "Marchant & Tipper."

HENRY ALBERT CHIDSON and MONTAGU TREVOR TURNER, Solicitors, 11, Sackville-street, Piccadilly ("Watkins, Chidson and Turner"), 30th day of June, 1923. Such business will be carried on in the future by the said Montagu Trevor Turner under the same style or firm. [*Gazette*, 10th July.

General.

At the Kent Assizes on the 28th ult., says *The Times*, Arthur Edward Watts, sixty-three, solicitor, of Folkestone, who had pleaded guilty at the previous Assizes to forging mortgage deeds and also fraudulently converting certain moneys of his clients to his own use, was brought up for sentence. Mr. Roome, for the prosecution, said that the prisoner had admitted fraudulently converting to his own use two sums amounting to £3,280, and his total misappropriations were not less than £37,000. Mr. Thorn Drury, K.C., addressing the Court in mitigation, attributed the prisoner's downfall to financing speculative builders. The prisoner's health was seriously affected and he was suffering from both heart and kidney disease. Mr. Justice Avory, addressing the prisoner, said that inquiries which had been made had elicited the fact that for twenty years past he had been living a life of crime. Nothing short of a term of penal servitude could be passed for such offences, and it was only because of the precarious state of the prisoner's health that the sentence was no heavier. The accused was then sentenced to four years' penal servitude.

Mr. Edward James Swann, D.L., J.P., of Long Ashton, Somerset, and of Boscombe, Bournemouth, retired solicitor, and a prominent antiquary, who died on 11th March last, aged eighty, left estate valued for probate at £116,673 gross, with net personalty £111,555. He directed his executors to pay any sums provided for or any current subscriptions for charitable purposes, and he confirmed the gift of £1,500 to the Official Trustee of Charitable Funds for the Swann Trust and the Swann Benefaction. On the death of his wife he left a large collection of valuable old silver to Pembroke College, Oxford; and other collections of books and silver to the Corporation of Bristol for the Central Reference Library and the Museum. On the decease of both his wife and his brother, Henry, he left £500 to the Bristol Benevolent Institution; £500 to the Porter Herve Benevolent Institution; and the ultimate residue to the Official Trustee of Charitable Funds upon trust for the Solicitors' Benevolent Institution, to apply two-thirds as to one-half for pensions not exceeding £52 each for the benefit of necessitous solicitors of Bristol, and as to one-half for the widows and families of such, and one-third for similar pensions for necessitous solicitors practising in England (not Wales), preference being given to those practising in Bristol, Somerset, or Gloucestershire, and the widows and families of such, all of these pensions being known as E. J. Swann Pensions. After provision of legacies and duties it would appear that the sum eventually available for public and charitable uses will amount to nearly £80,000.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday July 16	Mr. Jolly	Mr. Bloxam	Mr. Hicks Beach	Mr. Bloxam
Tuesday 17	More	Hicks Beach	Bloxam	Hicks Beach
Wednesday .. 18	Synge	Jolly	Hicks Beach	Bloxam
Thursday 19	Ritchie	More	Bloxam	Hicks Beach
Friday 20	Bloxam	Synge	Hicks Beach	Bloxam
Saturday 21	Hicks Beach	Ritchie	Bloxam	Hicks Beach

Date.	Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.
Monday July 16	Mr. Jolly	Mr. More	Mr. Synge	Mr. Ritchie
Tuesday 17	More	Jolly	Ritchie	Synge
Wednesday .. 18	Jolly	More	Synge	Ritchie
Thursday 19	More	Jolly	Ritchie	Synge
Friday 20	Jolly	More	Synge	Ritchie
Saturday 21	More	Jolly	Ritchie	Synge

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, July 3.

CONSETT BRANCH OF THE NATIONAL FEDERATION OF DISCHARGED AND DEMOBILIZED SAILORS' AND SOLDIERS' SOCIAL CLUB LTD. July 14. John Alderdice, Council-chmbrs., Consett.

EASINGTON LANE COMRADES' SOCIAL CLUB LTD. July 14. John Alderdice, Council-chmbrs., Consett.

THE CALTO CO. LTD. July 30. Major O. Sumner, O.B.E., 22, Buckingham-gate, S.W.1.

NALBOROUGH & SONS LTD. July 31. Lionel Ensor, 30, Museum-st., Ipswich.

DARLING & LLOYD LTD. July 7. Charles E. Williams, Salop-house, Oswestry.

THE PORTSLADE MOTOR & ENGINEERING WORKS LTD. July 17. Alfred E. Orbell, 151 and 152, North-st., Brighton.

GENERAL PUBLICITY AGENCY LTD. July 19. J. E. Percival, 6, Old Jewry, E.C.2.

London Gazette.—FRIDAY, July 6.

ELECTRICARS LTD. July 21. William Morris and Adam Black, Nobel House, Buckingham-gate, S.W.1.

MELDON VALLEYS CO. LTD. July 12. Sir William Henry Peat, 11, Ironmonger-lane, E.C.2.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, July 3.

Henry Groves Ltd.
Aunt Martha Food Shops Co. Ltd.
Dalton Motor Co. Ltd.
The Workington Rivet and Bolt Co. Ltd.
Rathbone & Orians Ltd.
Tracy's Ltd.
British Porcupine Development Co. Ltd.
Kenyon & Gumbrill Ltd.
Prior, Watson & Co. Ltd.
Alfred J. Abbey Ltd.
China Clay Corporation Ltd.
Neon Lights Ltd.
F. W. Berwick & Co. Ltd.
Metals (Birmingham) Ltd.
Steam Trawler Mabel Ltd.
Orient Co. Ltd.

London Gazette.—FRIDAY, July 6.

Maxima Co. Ltd.
The Colliery Supply Co. Ltd.
Hampshire Aircraft Co. Ltd.
The Wilson Chapman Boot Co. Ltd.
The Perfecta Electric Ltd.
Dobson & Barlow Ltd.
Phœnix Dynamo Manufacturing Co. Ltd.
Hollin Hall Manufacturing Co. Ltd.
Sandgate Hill Lift Co. Ltd.
Firelighters (Liverpool) Ltd.
The West Yorkshire Athletic Manufacturing Co. Ltd.
Star Billiard Co. Ltd.
Cooke Bros. & Roberts Ltd.
The Meldon Valleys Co. Ltd.
Electrical Engineering and Equipment Co. Ltd.
The London Builders' and Engineers' Supplies Ltd.
The Mid-Sussex Fruit Preserving Co. Ltd.
Coggins & Griffith Ltd.
Herd & Smith Ltd.
Shildons & District Smallholders & Allotments Society Ltd.
Treflan Slate & Granite Co. Ltd.
British Commercial Press Ltd.
Fairbrother Building & Construction Co. (England) Ltd.
Cairn Steam Trawling Co. Ltd.

London Gazette.—FRIDAY, July 6.

Hill, Menzies & Co. Ltd.
Godfrey Davis Ltd.
Crossley & Sons Ltd.
Dentons (Gloucester) Ltd.
The Cardiff Operatic and Dramatic Society Ltd.
C. & F. Benfield Ltd.
Velefa Steamship Co. Ltd.
Hollin Hall Room and Power Co. Ltd.
Prinkipo Yacht Club Co. Ltd.
J. J. Sutherland & Co. Ltd.
Whitstable Water Co. Ltd.
Chimns Ltd.
Rollright Motors Ltd.
Gofa Tyre Co. Ltd.
Daniel Clifton & Co. Ltd.
Dudbridge Iron Works Ltd.
The West London French Laundry Ltd.
The Russo-British Shipping Co. Ltd. and The Russo-British Coaling Co. Ltd.
Bournehills and Withymoor Collieries & Fireclay Co. Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette, TUESDAY July 3.

ARCHER, THOMAS, Ainsdale, Lancs. Liverpool. Pet. June 7. Ord. June 28.

BANCROFT, HARRY, South Kelsey, Lincs, Builder. Lincoln. Pet. June 30. Ord. June 30.

BEESON, NAAMAN, Sheffield, Hairdresser. Sheffield. Pet. June 29. Ord. June 29.

BIRKS, WILLIAM, Wednesbury, Fruit, Poultry and Game Dealer. Walsall. Pet. June 28. Ord. June 28.

BOYNTON, CYRIL, Sheffield, Jeweller. Sheffield. Pet. June 28. Ord. June 28.

CLEASBY, GEORGE F., Temple Sowerby, Westmorland, Motor Driver. Kendal. Pet. June 28. Ord. June 28.

COHEN, SOLOMON, Birmingham, Wholesale Dairyman. Birmingham. Pet. June 1. Ord. June 29.

COOK, HERBERT J., Cleethorpes, Provision Dealer. Great Grimsby. Pet. June 28. Ord. June 28.

COOPER, ALBERT E., Blackpool, Auctioneer. Pet. June 12. Ord. June 27.

CRABTREE, WILLIE, Hipperholme, near Halifax, Butcher's Manager. Halifax. Pet. June 27. Ord. June 27.

CRAPPER, HERBERT, Dronfield, Derby, Licensed Victualler. Chesterfield. Pet. June 28. Ord. June 28.

DODDS, GAINSFORD, Belford, Northumberland, Farmer. Newcastle-upon-Tyne. Pet. June 1. Ord. June 25.

DREW, W. A., New Malden, Surrey. Kingston. Pet. June 1. Ord. June 28.

ELLWOOD, JOHN G., Egglestone, Durham, Colliery Owner. Stockton-on-Tees. Pet. June 29. Ord. June 29.

EVANS, JOSEPH, Birmingham, Factor and Merchant. Birmingham. Pet. June 27. Ord. June 28.

FEASEY, ALBERT V., Forest Hill, Brush Maker. Greenwich. Pet. June 28. Ord. June 28.

FLORENCE, EDWARD J., Rickmansworth, Hawker. St. Albans. Pet. June 28. Ord. June 28.

GILL, FREDERICK W., Harrogate, Harrogate. Pet. June 30. Ord. June 30.
GOLDMAN, JOSEPH F., London Fields, Attache Case Maker. High Court. Pet. June 27. Ord. June 27.
HENLEY, JAMES E., Ottery St. Mary, Devon, Farmer. Exeter. Pet. June 29. Ord. June 29.
JAMES & GARRETT, Weybridge. Kingston. Pet. June 2. Ord. June 28.
JOHNSON, JOHN R., Mappleton, Farmer. Kingston-upon-Hull. Pet. June 29. Ord. June 29.
JONES, GEORGE C., Scarborough, Fruiterer. Scarborough. Pet. June 30. Ord. June 30.
KERSHAW, HARRISON, Brighouse, Haulage Contractor. Halifax. Pet. June 12. Ord. June 28.
KUIPERS, JOHN, Muswell Hill-rd. High Court. Pet. May 4. Ord. June 27.
LAWRIE, JAMES, Reading, Cinema Proprietor. Exeter. Pet. June 29. Ord. June 29.
LAYCOCK, T., Birmingham, Timber Merchant. Birmingham. Pet. June 18. Ord. June 28.
LYON, JOHN, South Shields, Fish Restaurant Proprietor, Newcastle-upon-Tyne. Pet. June 26. Ord. June 26.
MCKAY, ARTHUR C., Southampton, Coal Factor. Southampton. Pet. June 4. Ord. June 29.
MEARNS, EDWARD E., East Boldon, Durham, Electrical Contractor. Newcastle-upon-Tyne. Pet. June 20. Ord. June 30.
MILES, FREDK. C., Teddington, Builder. Kingston. Pet. May 3. Ord. June 28.
MOOR, THOMAS, Leeds, Costumier. Leeds. Pet. June 7. Ord. June 27.
PARKER, JOHN W., Darwen, Licensed Victualler. Blackburn. Pet. June 29. Ord. June 29.
PARKER, JOHN, Middlesbrough, Fruiterer. Middlesbrough. Pet. June 29. Ord. June 29.
PEEL, FRANCIS H. and PEEL, BEATRICE L., Whitchurch, Fancy Drapers. Nantwich. Pet. June 30. Ord. June 30.
PIPER, JOHN W., Kingston-upon-Hull, Butcher. Kingston-upon-Hull. Pet. June 28. Ord. June 28.
POLWHELE, DROGO E., Tufnell Park. High Court. Pet. May 17. Ord. June 28.
READHEAD, FREDERICK R., Salisbury. High Court. Pet. May 18. Ord. June 28.
ROBERTS, ERNEST, New Clecthorpes, Plumber. Great Grimsby. Pet. June 29. Ord. June 29.
TASKER, RUPERT, Gorseinon, Glam, Colliery Worker. Swansea. Pet. June 30. Ord. June 30.
TITLEBAUM, COLMAN, Lambeth Walk, Costume Manufacturer. High Court. Pet. June 28. Ord. June 28.
TOWNSEND, FRANK, Regent-st., W.1., Milliner. High Court. Pet. June 29. Ord. June 29.
TURNER, WILLIAM, Doncaster, Grocer. Sheffield. Pet. June 29. Ord. June 29.
WALKER, LEONARD, Portsmouth, Jeweller. Portsmouth. Pet. June 28. Ord. June 28.
WARD, ARTHUR F., Edenbridge, Kent, Farmer. High Court. Pet. May 29. Ord. June 28.
WESTWOOD, WILLIAM W., Leamington, Electro Plate Manufacturer. Birmingham. Pet. June 29. Ord. June 29.
WHEATLY, A. F., Liverpool, Manufacturer. Liverpool. Pet. June 13. Ord. June 28.
WRIGHT, ROBERT, Oxford-st., Electrical Engineer. High Court. Pet. June 1. Ord. June 28.

London Gazette.—FRIDAY, 6th July.

AGRAS, HARRY, Aldermanbury, E.C. High Court. Pet. May 17. Ord. July 3.
ANDREW, JAMES, Manchester, Ship and Insurance Broker. Manchester. Pet. June 20. Ord. July 4.
ANTOINE, GUSTAVE, Pall Mall. High Court. Pet. Dec. 6. Ord. July 3.
ASHMOLE, WILLIAM, Derby, Coal Dealer. Derby. Pet. June 30. Ord. June 30.
BAGNALL, HAROLD and BAGNALL, LUTHER, Sandbach, Painters. Macclesfield. Pet. July 2. Ord. July 2.
BELL, HAROLD, Coventry, Plumber and Sidecar Maker. Coventry. Pet. July 4. Ord. July 4.
BELL & LEIGH, Penton-place, Pentonville-road. High Court. Pet. May 30. Ord. July 3.
BIGGS, PERCY J., Mansion House-chmbrs., Quarry Owners' Manager. High Court. Pet. June 4. Ord. July 3.
BOSWELL, PERCY, Ebury-st., Electrical Engineer. High Court. Pet. July 2. Ord. July 2.
BRIERLEY, HENRY and BRIERLEY, SAMUEL, Burnley, Jewellers. Burnley. Pet. July 2. Ord. July 2.
BYRNE, ANNIE, Manchester, Ladies' Tailor Manchester. Pet. July 4. Ord. July 4.
CHAPMAN AND NASH, Liverpool, Ladies' Outfitters. Liverpool. Pet. May 11. Ord. July 4..
CHOWN, JOSEPH A., Seamore-place, Curzon-st. High Court. Pet. Nov. 6. Ord. July 3.
COLSON, GEORGE H., Wimborne, Market Gardener. Salisbury. Pet. July 3. Ord. July 3.
CRABTREE, FRANK, Bursiem, Grocer. Hanley. Pet. June 15. Ord. July 2.
CUMMIN, EDWIN, Luton, Straw Hat Manufacturer. Luton. Pet. July 2. Ord. July 2.
DAVIES, HUGH, Babell, Flint, Farmer. Chester. Pet. June 21. Ord. July 2.
DAVIES, THOMAS, N., Greenwich, Builder. Greenwich. Pet. July 3. Ord. July 3.
FISHER, HYMAN, Hackney, Glass and China Merchant. High Court. Pet. July 2. Ord. July 2.
FITZGERALD, PATRICK K., Melton Mowbray. Leicester. Pet. Feb. 8. Ord. July 3.
GREY, JAMES MCC., Weybridge, Advertising Agent. Kingston. Pet. March 6. Ord. July 3.
GRIMSHAW, JOHN T., Edgeley, Stockport, Provision Dealer. Stockport. Pet. July 2. Ord. July 2.
HAIGH, DOUGLAS J., Southport, Optician. Liverpool. Pet. July 3. Ord. July 3.
HARRISON, HARRY, South Hiendley, near Barnsley, Brick Manufacturer. Leeds. Pet. July 3. Ord. July 3.
HIND, JIM, Northcotes, Lincs, Fisherman. Great Grimsby. Pet. July 2. Ord. July 2.
HIRSHOVICH M., Stepney, Fur Dealer. High Court. Pet. June 8. Ord. July 4.
HOMER, JAMES, Birmingham, Pawnbroker. Birmingham. Pet. July 4. Ord. July 4.
HOPKINS, HERBERT J., Boston, Lincs, Confectioner. Boston. Pet. July 3. Ord. July 3.
JACKSON, RICHARD C., Arnold, Yorks, Fruit Hawker. Kingston-upon-Hull. Pet. July 2. Ord. July 2.
LOVESBY, ROLAND S., Leytonstone, Shipping Agent. High Court. Pet. April 25. Ord. July 4.
MORGAN, WALTER, Luton, Straw Hat Manufacturer. Luton. Pet. July 3. Ord. July 3.
S. MOSS & CO., Commercial-st. High Court. Pet. June 7. Ord. July 4.
NAYLOR, LIONEL M., Manchester. Salford. Pet. July 2. Ord. July 2.
REES, DAVID and WILLIAMS, ARTHUR, Brynamman, Butchers. Carmarthen. Pet. July 3. Ord. July 3.
REES, JOHN C., Llanelly, Retail Stationer. Carmarthen. Pet. July 2. Ord. July 2.
ROBINSON, HENRY, Birkenhead, Licensed Victualler. Birkenhead. Pet. June 19. Ord. July 2.
ROSSITER, FREDERICK C., Treherbert, Collier. Pontypridd. Pet. July 2. Ord. July 2.
SLATER, FRED, Hatton, Derby, Photographer. Burton-on-Trent. Pet. July 3. Ord. July 3.
SMITH, ARTHUR H., Nazing, Essex, Ploughing Contractor. Edmonton. Pet. July 4. Ord. July 4.
STOCKS, EDWARD, Lincoln, Motor Salesman. Lincoln. Pet. July 4. Ord. July 4.
STONE, WILLIAM, Newport, Mon., Coal Merchant. Newport, Mon. Pet. July 4. Ord. July 4.
VEVERS, WILLIAM H., Maidenhead, Builder. Windsor. Pet. July 3. Ord. July 3.
WILLIAMS, EDITH, Birmingham, Garage Proprietor. Birmingham. Pet. June 9. Ord. July 2.
WILLIAMS, WILLIAM M., Llanddeiniolen, Farmer. Bangor. Pet. July 3. Ord. July 3.
WRIGHT, CHARLES and WRIGHT, HERBERT T., Chelsea, Electrical Engineers. High Court. Pet. June 18. Ord. July

London Gazette.—TUESDAY, July 10.

ARRIDGE, STEWART E. P. High Court. Pet. May 31. Ord. July 3.
BELL, STANLEY N., Lowestoft, Steam Trawler Owner. Great Yarmouth. Pet. July 6. Ord. July 6.
BLACK, WILLIAM, Bayswater. High Court. Pet. June 7. Ord. July 3.
BRADY, JOSEPH, Piccadilly Hotel, Billiard Marker. High Court. Pet. July 6. Ord. July 6.
BROWN, CHARLES J. T., Chatham, Cabinet Maker. Rochester. Pet. July 5. Ord. July 5.
BUSH, ROBERT, Wisbech, Fruit Grower. King's Lynn. Pet. July 5. Ord. July 5.
COOKE, NORMAN, Newtown, Auctioneer. Newtown. Pet. June 25. Ord. July 5.
DANIELS, CATHERINE, Abertillery, Greengrocer. Tredegar. Pet. July 6. Ord. July 6.
DAVID, WALTER E., Sketty, Swansea, Colliery Agent, Swansea. Pet. June 23. Ord. July 6.
DE FOSSARD, GEORGE, Marylebone. High Court. Pet June 8. Ord. July 3.
DIXON, ARTHUR, Scarborough, Baker. Scarborough. Pet July 7. Ord. July 7.
FLINT, P. W., Streatham. Wandsworth. Pet. June 6. Ord. July 5.
HIGHLAND, SYDNEY H., Southport, Insurance Inspector. Liverpool. Pet. June 16. Ord. July 5.
HODGKINSON, JOHN, Cambridge, Boot Shop Assistant. Cambridge. Pet. July 7. Ord. July 8.
HOPE, JOHN R., Sheffield, Builder. Sheffield. Pet. June 8. Ord. July 5.
HOYLE, HENRY E., Triangle, near Halifax, Wool Merchant. Halifax. Pet. July 6. Ord. July 6.
HUBBARD, CHARLES, Besthorpe, Norfolk, Farmer. Norwich. Pet. July 7. Ord. July 7.
HUDSON-HORDEN, WILLIAM E. G., Walton-on-Thames. Kingston (Surrey). Pet. Feb. 3. Ord. July 5.
HUTTON, JAMES E., Shipley, Painter. Bradford. Pet. July 5. Ord. July 5.
INGHAM, SAMUEL, Colwyn Bay, Fruiterer. Bangor. Pet. July 6. Ord. July 6.
JACOB, W. F., Tooting, Turf Accountant. Wandsworth Pet. May 8. Ord. July 5.
JOHNSTONE, J. W. & CO., Tooley-st., Produce Merchants. High Court. Pet. June 19. Ord. July 4.
JONES, THEOPHILUS, and MORRIS, WILLIAM, Rhyl, Builders. Bangor. Pet. July 6. Ord. July 6.
KNIGHT, S., Putney, S.W.15, Motor Engineer. Wandsworth. Pet. May 3. Ord. July 5.
LACLAND ELECTRICAL MANUFACTURING AGENCY (THE), Great Queen-st., Electrical Engineers. High Court. Pet. March 13. Ord. July 4.
LANE, WALTER E., Edmonton, Coach Body Builder. Edmonton. Pet. July 5. Ord. July 5.
MESLING, REGINALD C., Ipswich, Agent. Ipswich. Pet. July 2. Ord. July 2.
METHAM, JAMES R., Barrow-on-Humber, Grocer. Great Grimsby. Pet. July 6. Ord. July 6.
MILLER, BEATRICE, Hampstead. High Court. Pet. May 25. Ord. June 20.
MITCHELL-INNES, ARCHIBALD C., Jermyn-st. High Court. Pet. June 4. Ord. July 4.
NEWCOMBE, JOSEPH W., North Bovey, Devon, Farmer. Exeter. Pet. July 6. Ord. July 6.
NICHOLAS, ELIZABETH, Okehampton, Boot Dealer. Plymouth. Pet. July 6. Ord. July 6.
OGDEN, JAMES L., Stretford, Lancs., Salesman. Salford. Pet. July 6. Ord. July 6.
PATTENDEN, HUBERT A., Leyton, Shipping Agent. High Court. Pet. April 25. Ord. July 5.
PORTER, JAMES H., Whitley Bay, Grocer. Newcastle-upon-Tyne. Pet. July 4. Ord. July 4.
POWELL, HENRY, Shipton-on-Stour, Licensed Victualler. Banbury. Pet. July 5. Ord. July 5.
PURNELL, FREDERICK, Earlsfield, S.W., Laundryman. Wandsworth. Pet. May 10. Ord. July 5.
SCOTT, LAWRENCE E., Peterborough. Peterborough. Pet. May 31. Ord. July 6.
SHRENSEL, AMELIA, Leeds, Draper. Leeds. Pet. July 5. Ord. July 5.
TAYLOR, G. H. & CO., Southampton-row, Cloth Merchants. High Court. Pet. May 16. Ord. July 5.
THOMAS, NATHANIEL N., Wrexham, Stationer. Wrexham. Pet. July 5. Ord. July 5.
TILLOTSON, SMITH, Keighley, Grocer. Bradford. Pet. July 6. Ord. July 6.
TARBUCK, WILLIAM J., Church Stretton, Greengrocer. Shrewsbury. Pet. July 5. Ord. July 5.
WARD, FRANK E., Manchester Estimating Engineer. Salford. Pet. July 6. Ord. July 6.
WARBURTON HOLDSWORTH, Bradford, Florist's Salesman. Bradford. Pet. July 5. Ord. July 5.
WEBSTER, ALBERT E., Manchester, Shirt Manufacturer. Manchester. Pet. July 6. Ord. July 6.
WEBSTER, WILLIAM C., Kingston-upon-Hull, Builder. Kingston-upon-Hull. Pet. July 5. Ord. July 5.
WHITTAKER, HARRY, Shaw, Oldham. Pet. June 25. Ord July 6.
WICKHAM, VICTOR G. F., Hartpury, Glos., Smallholder. Gloucester. Pet. June 18. Ord. July 6.
WESTFIELD, FRANK, King's Lynn, Carpenter. King's Lynn. Pet. July 7. Ord. July 7.